



**CITY COUNCIL MEETING – June 11, 2019  
REGULAR MEETING – 7:00 P.M.  
CITY HALL – COUNCIL CHAMBERS  
519 N. GOOSE CREEK BLVD.**

**I. INVOCATION / PLEDGE OF ALLEGIANCE**

**II. GENERAL PUBLIC COMMENTS – (Two Minutes Per Speaker)**

**III. APPROVAL OF MINUTES**

- a. CITY COUNCIL MEETING – MAY 14, 2019

**IV. PUBLIC HEARINGS, PRESENTATIONS & PROCLAMATIONS**

- a. PROCLAMATION – AMATEUR RADIO WEEK

**V. NEW BUSINESS**

- a. A RESOLUTION IN SUPPORT OF BCDCOG AND CARTA'S VW EMT GRANT APPLICATION **(First and Final Reading)**
- b. A RESOLUTION IN SUPPORT OF BCDCOG'S LOW OR NO (LOW-NO) EMISSIONS VEHICLE GRANT APPLICATION **(First and Final Reading)**

**VI. OLD BUSINESS**

- a. AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF GOOSE CREEK, SOUTH CAROLINA, BY AMENDING SECTION 151.080 USE OF LAND OR BUILDINGS. **(Second & Final Reading)**
- b. AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF GOOSE CREEK, SOUTH CAROLINA, BY REPEALING AND REPLACING SECTION 151.083 LANDSCAPING REQUIREMENTS. **(Second & Final Reading)**

- c. AN ORDINANCE TO AMEND THE CARNES CROSSROADS DEVELOPMENT AGREEMENT BETWEEN THE CITY OF GOOSE CREEK AND CARNES CROSSROADS ASSOCIATES, LLC, ET AL **(Second & Final Reading)**
- d. AN ORDINANCE TO SELL REAL PROPERTY IDENTIFIED AS TMS NUMBERS 243-04-00-012 AND 243-04-00-032, KNOWN AS SHANNON PARK, OF THE CITY OF GOOSE CREEK, A SOUTH CAROLINA MUNICIPAL CORPORATION, IN ACCORDANCE WITH SECTION 5-7-260 (6) OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED **(Second & Final Reading)**

**VII. MONTHLY DEPARTMENT REPORT**

- a. TROY SANDERS, GOLF DEPARTMENT

**VIII. ADMINISTRATOR'S REPORT**

- a. RETENTION SCHEDULE (FIRE DEPARTMENT)

**IX. MAYOR'S REPORT**

**X. ADJOURN**

## ***APPROVAL OF PREVIOUS MINUTES***

**City Council Meeting**  
**May 14, 2019**  
**Regular Meeting 7:00 P.M.**  
**City Hall**

**Council Members Present:**

Mayor Gregory S. Habib; Mayor Pro Tem Kevin Condon; Councilmember Debra Green-Fletcher; Councilmember Jerry Tekac; Councilmember Corey McClary; Councilmember Gayla McSwain; Councilmember Christopher Harmon

**Council Members Absent:**

None

**Staff Present:**

City Administrator Jake Broom; Assistant City Administrator Daniel Moore; City Clerk Kelly J. Lovette; Director of Economic Development Matt Brady; Chief of Police LJ Roscoe; Public Information Officer Frank Johnson; Fire Chief Steve Chapman; Director of Public Works Chuck Denson, Planning Director Mark Brodeur

**Staff Absent:**

**Invocation:**

Pastor David Barton, Creekside Church

**Pledge of Allegiance:**

Mayor Habib

**Press Present:**

Joy Bonala – Goose Creek Gazette

**Guests Present:**

**I. Call to Order:**

Mayor Habib called the meeting to order at 7:00 p.m.

**II. Invocation/Pledge of Allegiance:**

Mayor Habib introduced David Barton, Pastor of Creekside Church, who presented the invocation and pledge of allegiance.

**III. General Public Comments:**

Ms. Denise Bracket of Ryan Creek shared her opposition for selling green space in her neighborhood. She stated a petition with over three hundred (300) signatures was signed from residents of Pineview, Camelot and Ryan Creek. (Note: A copy of the petition was not presented to the City Clerk for City record). A resident shared his views regarding the applicants for the vacancy on the Planning Commission.

**IV. Approval of Minutes:**

**a) City Council Meeting – April 9, 2019**

A motion was made by Councilmember Green-Fletcher to approve the minutes, as stated by Mayor Habib. Councilmember McClary seconded the motion. Hearing no discussion, Mayor Habib called for the vote. All in favor, none opposed. Motion carried.



**V. Public Hearings, Presentations & Proclamations:**

**a) Presentation – Annual Audit Report – Mauldin & Jenkins**

Mayor Habib introduced Mr. Grant Davis, a representative of Mauldin & Jenkins who provided an Auditor Discussion Analysis and a Financial Report to City Council. The auditor stated the final opinion for the audit was unmodified, which is the best result the City can receive in a financial statement audit. The auditor stated in summary, the results of the audit disclosed no instances of noncompliance or other matters that are required to be reported under governmental auditing standards. Councilmember Harmon inquired what the ideal amount of savings is for a City. The auditor stated it varies per City regarding year end and property tax calendars. The auditor stated the fact that the City has four (4) months of fund balance that represents cash at year end is great. Councilmember McSwain inquired when the last Forensic Audit was done and does the auditor see any reason the City should have one. The auditor stated a Forensic Audit is extremely expensive, they are not required and can be requested by the City if there is suspicion of fraud. Mayor Habib stated in the history of the City there has not been a finding of internal weakness. He stated the City changes auditing firms every couple of years to get new eyes on the books to avoid discrepancy.

**b) AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF GOOSE CREEK, SOUTH CAROLINA, BY AMENDING SECTION 151.080 USE OF LAND OR BUILDINGS. (Public Hearing & First Reading)**

Mayor Habib read the title to the proposed Ordinance. Hearing no comments, Mayor Habib inquired if City Council wished to act. Councilmember Tekac made a motion to approve the proposed Ordinance, as stated by Mayor Habib. Mayor Pro Tem Condon seconded the motion. Hearing no discussion, Mayor Habib called for the vote. All in favor, none opposed. Motion carried.

**c) AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF GOOSE CREEK, SOUTH CAROLINA, BY REPEALING AND REPLACING SECTION 151.083 LANDSCAPING REQUIREMENTS. (Public Hearing & First Reading)**

Mayor Habib read the title to the proposed Ordinance. Hearing no comments, Mayor Habib inquired if City Council wished to act. Councilmember Harmon made a motion to approve the proposed Ordinance, as stated by Mayor Habib. Councilmember McClary seconded the motion. Hearing no discussion, Mayor Habib called for the vote. All in favor, none opposed. Motion carried.

**d) AN ORDINANCE TO AMEND THE CARNES CROSSROADS DEVELOPMENT AGREEMENT BETWEEN THE CITY OF GOOSE CREEK AND CARNES CROSSROADS ASSOCIATES, LLC, ET AL (Public Hearing & First Reading)**

Mayor Habib read the title to the proposed Ordinance. Hearing no comments, Mayor Habib inquired if City Council wished to act. Councilmember Green-Fletcher made a motion to approve the proposed Ordinance, as stated by Mayor Habib. Councilmember McClary seconded the motion. Mayor Habib called for the vote after a brief discussion concerning the Agreement and if it was the best overall in terms of interest for the parties involved. All in favor, none opposed. Motion carried.

**e) AN ORDINANCE TO SELL REAL PROPERTY IDENTIFIED AS TMS NUMBERS 243-04-00-012 AND 243-04-00-032, KNOWN AS SHANNON PARK, OF THE CITY OF GOOSE CREEK, A SOUTH CAROLINA MUNICIPAL CORPORATION, IN ACCORDANCE WITH SECTION 5-7-260 (6) OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED (Public Hearing & First Reading)**

Mayor Habib read the title to the proposed Ordinance. Hearing no comments, Mayor Habib inquired if City Council wished to act. Councilmember Green-Fletcher made a motion to approve the proposed Ordinance, as stated by Mayor Habib. Mayor Pro Tem Condon seconded the motion. Councilmember Tekac stated he is opposed to this sale because it was contingent on City Council extending the Recreation Commission contract for an additional ten (10) years. A discussion about the proposed use of Shannon Park and the Deed agreement

ensued. Hearing no further discussion, Mayor Habib requested a roll call vote. Mayor Habib, Mayor Pro Tem Condon, Councilmember Green-Fletcher, Councilmember McClary, Councilmember McSwain and Councilmember Harmon voted in favor of the proposed Ordinance. Councilmember Tekac was opposed. Motion carried.

**New Business:**

There was none to discuss.

**VI. Old Business:**

- a) **AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF GOOSE CREEK, SOUTH CAROLINA, BY REPEALING IN ITS ENTIRETY THE CURRENT CHAPTER 52. GARBAGE AND REFUSE DISPOSAL UNDER TITLE V: PUBLIC WORKS (Second & Final Reading)**

Mayor Habib read the title to the proposed Ordinance and inquired if City Council wished to act. Councilmember Green-Fletcher made a motion to approve the proposed Ordinance, as stated by Mayor Habib. Councilmember Tekac seconded the motion. Hearing no discussion, Mayor Habib called for the vote. All in favor, none opposed. Motion carried.

- b) **AN ORDINANCE TO AMEND THE ZONING MAP OF THE CITY OF GOOSE CREEK, SOUTH CAROLINA, BY CHANGING THE ZONING CLASSIFICATION OF THE PROPERTY LOCATED OFF ST. JAMES AVE. (TMS # 234-00-00-139) FROM CONSERVATION/OPEN SPACE (CO) TO HIGH DENSITY RESIDENTIAL DISTRICT (R-3) – St. James Avenue at Grey Goose Drive (Second & Final Reading)**

Mayor Habib read the title to the proposed Ordinance and inquired if City Council wished to act. Mayor Pro Tem Condon made a motion to approve the proposed Ordinance, as stated by Mayor Habib. Councilmember Tekac seconded the motion. Mayor Pro Tem Condon stated this property was already zoned R-3 for Berkeley County and it is being restored to the original zoning classification. Mayor Habib called for the vote. All in favor, none opposed. Motion carried.

- c) **AN ORDINANCE TO AMEND THE ZONING MAP OF THE CITY OF GOOSE CREEK, SOUTH CAROLINA, BY CHANGING THE ZONING CLASSIFICATION OF THE PROPERTY LOCATED OFF LINDY CREEK ROAD. (TMS # 244-05-01-105) FROM CONSERVATION/OPEN SPACE (CO) TO MEDIUM DENSITY RESIDENTIAL DISTRICT (R-2) – Lindy Creek Road (Second & Final Reading)**

Mayor Habib read the title to the proposed Ordinance and inquired if City Council wished to act. Councilmember Tekac made a motion to approve the proposed annexation Ordinance, as stated by Mayor Habib. Councilmember Harmon seconded the motion. Mayor Habib stated this property was already zoned R-2 for Berkeley County and it is being restored to the original zoning classification. Councilmember McSwain stated that R-2 in Berkeley County is a little different than R-2 in the City regarding density. Councilmember Green-Fletcher recused herself because she works for the same company as the owner. Mayor Habib called for the vote. Mayor Habib, Mayor Pro Tem Condon, Councilmember Tekac, Councilmember McClary and Councilmember Harmon voted in favor of the proposed Ordinance. Councilmember McSwain was opposed. Motion carried.

**VII. Monthly Department Report:**

**Fire Chief Steve Chapman:** Chief Chapman stated 2019, is going very well. He stated the budget for this year has created three (3) new positions in the Fire Department; one (1) Administrative Assistant and two (2) Battalion Chiefs and that all three (3) positions have been filled. He stated 2019, allowed for a new pumper to be purchased; and next week he will travel to attend a preconstruction conference for the pumper.

Chief Chapman stated the call volume in 2018, for fire incidents were 3,754. He stated the call volume for Emergency Medical Services (EMS) were 3,090. He stated in the middle of 2018, Berkeley County implemented prime-time medic units that ran for twelve (12) hours a day which increased the number of ambulances in Berkeley County by four (4). Chief Chapman stated traditionally the City benefited from the Automatic and Mutual Aid Agreements with Berkeley County; however, in 2018, the City assisted Berkeley County more than Berkeley County assisted the City. He stated our relationships with our automatic and mutual aid partners are better than ever.

Chief Chapman stated the 2019 budget includes Computer Aided Dispatch (CAD) upgrades which will improve the mutual response. He stated currently the Fire Department has four (4) vacant positions of which he expects to have two (2) positions filled next month and the other two (2) soon after. He stated he foresees improved retention with the adjustments that were made to the pay plan, insurance and other benefits.

Mayor Habib thanked Chief Chapman and stated he is very proud of the job he is doing.

#### **VIII. City Administrator's Report:**

Mr. Broom introduced the new Planning Director Mr. Mark Brodeur.

##### **a) Request to Hire Contractor – Phase Two (2) of Traffic Signal Mast Arm Repair and Painting**

Mr. Broom stated City staff solicited bids for this project in 2018. He stated all bids came in significantly over budget, hence the project was divided in half over two (2) fiscal years. He stated half the project was completed last year and City staff was requesting the approval to re-engage the low bidder W.M. Roebuck of Lexington, SC, at a total cost of \$168,400 to complete the project. He stated this project is included in the 2019 Maintenance Division Budget.

Mayor Habib inquired if City Council wished to act. Councilmember Tekac made a motion to approve the request to hire W.M. Roebuck to complete the Mast Arm Repair. Councilmember Green-Fletcher seconded the motion. Hearing no discussion, Mayor Habib called for the vote. All in favor, none opposed. Motion carried.

#### **IX. Mayors Report:**

##### **a) Appointment to Planning Commission (One (1) Vacancy)**

Councilmember Tekac made a motion to appoint Heather Byrd to the Planning Commission. Mayor Pro Tem Condon seconded the motion. A lengthy discussion between Councilmember McSwain, Mayor Habib and Councilmember McClary ensued regarding the best candidate for this vacancy. Mayor Habib called for the vote. Mayor Habib, Mayor Pro Tem Condon, Councilmember Tekac, and Councilmember Green-Fletcher voted in favor of Mrs. Byrd filling the vacant seat on the Planning Commission. Councilmember McSwain, Councilmember McClary and Councilmember Harmon were opposed. Motion carried.

#### **X. Adjourn:**

Councilmember Tekac made a motion to adjourn. Councilmember Condon seconded. Mayor Habib called for the vote. All in favor, none opposed. Meeting adjourned at 8:20 p.m.

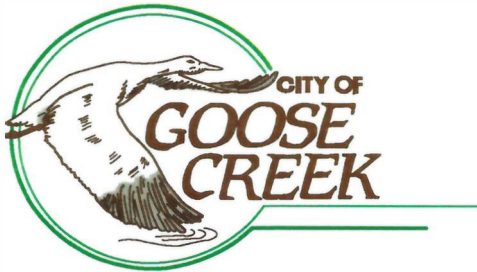
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Kelly J. Lovette, MMC  
City Clerk

Date: June 11, 2019

*A copy of this meeting's agenda was sent to the Post and Courier and The Goose Creek Gazette; it was posted in City Hall 24 hours prior to the meeting.*

***PUBLIC HEARINGS, PRESENTATIONS  
& PROCLAMATIONS***



# *Proclamation*

*Office of the Mayor*

## *“Amateur Radio Week” June 17 - 23, 2019*

*WHEREAS, Amateur Radio has continued to provide a bridge between peoples, societies, and countries by creating friendships and the sharing of ideas; and*

*WHEREAS, Amateur Radio Operators have also provided wholly uncompensated; and*

*WHEREAS, the State also recognizes the services Amateur Radio operators also provide to our many Emergency Response organizations, including the Goose Creek Fire Department, the Goose Creek Police Department, and the American Red Cross; and*

*WHEREAS, these same individuals have further demonstrated their value in public assistance by providing free radio communications for local parades, bike-a-thons, walk-a-thons, fairs, and other charitable public events; and*

*WHEREAS, Amateur Radio once again proved its undisputed relevance in the modern world in 2005, by providing emergency communications when other systems failed in the devastation of Hurricanes Katrina and Rita in the USA, and in the Tsunami catastrophe overseas; and*

*WHEREAS, the ARRL Amateur Radio Field Day exercise will take place on June 23 - 24, 2018, and it is a 24-hour emergency encampment exercise and demonstration of the Radio Amateurs' skills and readiness to provide self-supporting communications even in fields without further infrastructure;*

*Now THEREFORE, be it resolved, as Mayor of the City of Goose Creek, I hereby proclaim June 17 - 23, 2019, as*

## *“Amateur Radio Week”*

*IN WITNESS WHEREOF, I, Gregory S. Habib, hereunto set my hand and caused the seal of the City of Goose Creek to be affixed this 11<sup>th</sup> day of June 2019.*

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*Gregory S. Habib  
Mayor*

*Attest: \_\_\_\_\_  
Kelly J. Lovette, MMC  
City Clerk*

***NEW BUSINESS***

## A RESOLUTION

### A RESOLUTION IN SUPPORT OF BCDCOG and CARTA's VW EMT GRANT APPLICATION

**WHEREAS**, the Charleston Area Transportation Study (CHATS) is the regional transportation planning agency and the designated Metropolitan Planning Organization (MPO) in the Berkeley- Charleston-Dorchester County urban area; and

**WHEREAS**, the CHATS Policy Committee, as the Metropolitan Planning Organization (MPO) for the BCD Region, has the responsibility under the provisions of the Federal Transportation bill for developing and carrying out a continuing, cooperative and comprehensive transportation planning process for the Metropolitan area; and,

**WHEREAS**, the CHATS Policy Committee supports the Berkeley-Charleston-Dorchester Council of Governments' (BCDCOG) And Charleston Area Transportation Authority's (CARTA) application to the South Carolina VW EMT Request for Applications: Round 1 to replace 12 model year 1996 diesel transit buses operated by the Charleston Area Regional Transportation Authority (CARTA) to zero emission, all-electric buses; and,

**WHEREAS**, these vehicles will serve the region's primary transit corridors that operate continuously for as long as 18 hours per day and carry over a half of the system's four million riders per year; and,  
**WHEREAS**, as the metropolitan planning organization, CHATS supports CARTA's fleet replacement of its fixed route diesel buses with all-electric transit buses which will reduce CARTA's emissions contribution within the region; and,

**WHEREAS**, the fleet replacement is consistent with the long-range transportation plan and the mobility goals set forth in the CHATS Congestion Management Plan; and,

**NOW, THEREFORE, BE IT RESOLVED**, that the CHATS Policy Committee fully supports the effort to modernize the fleet with zero-emission, all-electric transit buses and encourages the funding of this application.

\_\_\_\_\_  
George Bailey, Chairman

Certified true and correct copy of a resolution adopted by CHATS on May 13, 2019.

\_\_\_\_\_  
Ronald E. Mitcum, Executive Director

\_\_\_\_\_  
Mayor Gregory S. Habib  
City of Goose Creek

Attest: \_\_\_\_\_  
Kelly J. Lovette, MMC, City Clerk

\_\_\_\_\_  
Mayor Pro Tem Kevin M. Condon

\_\_\_\_\_  
Councilmember Debra Green-Fletcher

\_\_\_\_\_  
Councilmember Corey McClary

\_\_\_\_\_  
Councilmember Jerry Tekac

\_\_\_\_\_  
Councilmember Gayla S.L. McSwain

\_\_\_\_\_  
Councilmember Christopher Harmon



A RESOLUTION

A RESOLUTION IN SUPPORT OF BCDCOG's LOW OR NO (LOW-NO) EMISSIONS VEHICLE GRANT APPLICATION

**WHEREAS**, the Charleston Area Transportation Study (CHATS) is the regional transportation planning agency and the designated Metropolitan Planning Organization (MPO) in the Berkeley-Charleston-Dorchester County urban area; and

**WHEREAS**, the CHATS Policy Committee, as the Metropolitan Planning Organization (MPO) for the BCD Region, has the responsibility under the provisions of the Federal Transportation bill for developing and carrying out a continuing, cooperative and comprehensive transportation planning process for the Metropolitan area; and,

**WHEREAS**, the CHATS Policy Committee supports the Berkeley-Charleston-Dorchester Council of Governments' (BCDCOG) application to the Federal Transit Administration FY2019 Low or No (Low-No) Emissions Vehicle Grant Program to replace 12 model year 1996 diesel transit buses operated by the Charleston Area Regional Transportation Authority (CARTA) to zero emission, all-electric buses; and,

**WHEREAS**, CHATS supports the partnership with Proterra to transition the entire fleet of model year 1996 diesel transit buses operated by CARTA to zero emission, all-electric buses.; and,

**WHEREAS**, these vehicles will serve the region's primary transit corridors that operate continuously for as long as 18 hours per day and carry over a half of the system's four million riders per year; and,

**WHEREAS**, as the metropolitan planning organization, CHATS supports CARTA's fleet replacement of its fixed route diesel buses with all-electric transit buses; and,

**WHEREAS**, the fleet replacement is consistent with the long-range transportation plan and the mobility goals set in the CHATS Congestion Management Plan; and,

**NOW, THEREFORE, BE IT RESOLVED**, that the CHATS Policy Committee fully supports the BCDCOG's effort to modernize their fleet with zero-emission, all-electric transit buses and supports funding the Low-No Grant application.

\_\_\_\_\_  
George Bailey, Chairman

Certified true and correct copy of a resolution adopted by CHATS on May 13, 2019.

\_\_\_\_\_  
Ronald E. Mitcum, Executive Director

\_\_\_\_\_  
Mayor Gregory S. Habib  
City of Goose Creek

Attest: \_\_\_\_\_  
Kelly J. Lovette, MMC, City Clerk

\_\_\_\_\_  
Mayor Pro Tem Kevin M. Condon

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Councilmember Debra Green-Fletcher

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Councilmember Corey McClary

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Councilmember Jerry Tekac

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Councilmember Gayla S.L. McSwain

\_\_\_\_\_  
Councilmember Christopher Harmon



***OLD BUSINESS***

AN ORDINANCE

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF GOOSE CREEK, SOUTH CAROLINA, BY AMENDING SECTION 151.080 USE OF LAND OR BUILDINGS.

WHEREAS, the Planning Commission of the City of Goose Creek held a public hearing on April 2, 2019, to receive public comment and to consider an amendment in Section 151.080 Use of Land or Buildings; and

WHEREAS, pursuant to said public hearing, the Planning Commission voted unanimously (5-0) to recommend approval of the amendment of Section 151.080 with the proposed attached language.

NOW, THEREFORE, BE IT ORDAINED and ordered by the Mayor and City Council of the City of Goose Creek, South Carolina, that the Code of Ordinances of the City of Goose Creek, South Carolina, is hereby amended and that all ordinances and provisions that conflict herewith are repealed, and if any sentence, clause, phrase or word contained herein shall be held invalid, such invalidity shall not affect the validity of the remainder of this ordinance.

This ordinance shall become effective immediately upon adoption.

INTRODUCED the 14th day of May, 2019.

DONE the \_\_\_\_\_ day of June, 2019.

\_\_\_\_\_  
Mayor Gregory S. Habib

Attest: \_\_\_\_\_  
Kelly J. Lovette, MMC, City Clerk

\_\_\_\_\_  
Councilmember Debra Green-Fletcher

\_\_\_\_\_  
Councilmember Kevin M. Condon

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Councilmember Corey McClary

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Councilmember Jerry Tekac

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Councilmember Gayla McSwain

\_\_\_\_\_  
Councilmember Christopher Harmon

**Proposed amendments – Planning Commission discussion on 3/5/19 and 4/2/19**

- ~~Omitted language will be highlighted in yellow and have a strike thru.~~
- New/Additional language will be shown in red and Underlined

**§151.080 USE OF LAND OR BUILDINGS.**

No land, building or structure, including signs, shall be used or occupied, and no building or sign shall be constructed, altered or moved, unless in conformity with the regulations herein specified for the particular zoning district. When proposed development lies adjacent to an established area of the city, the design, scale and location of structures or landscaping on the site shall enhance rather than detract from the character, value and attractiveness of the established surroundings.

(A) *Preservation of natural environment.* The intent of this section is to preserve the natural environment and existing trees to the maximum extent possible, prevent the unregulated clear-cutting of trees and natural vegetative cover and provide for the inclusion of natural trees in the landscape requirements of this chapter.

(B) *Trees on undeveloped lots.* On undeveloped lots, parcels, tracts and acreage in any district, it shall be unlawful to fell any tree measuring four inches in diameter (measured four and one half feet above grade), or otherwise commence development, clearing, grading, filling or excavation until the Administrator has approved the appropriate permit. (See §§ 151.061(C) and 151.999.)

(C) *Clear-cutting prohibited.* The clear-cutting of trees and vegetative cover on any lot, parcel, tract or acreage in any district is specifically prohibited.

(D) *Removal of trees in public rights-of-way.* In all zoning districts, the removal or cutting of trees in public rights-of-way (federal, state or local) shall not be permitted except by governmental entities or with the permission of governmental entities.

(E) *Tree conservation.*

(1) *Authority and power.* Pursuant to Objective Seven of the Natural Resources Element of the Comprehensive Plan and recognizing the importance of preserving the natural landscape of the city as a way to promote the public health, safety and general welfare of its citizens, the Council hereby adopts the tree conservation section of this chapter. All developments and uses proposed within the Commercial and Light Industrial Districts of the city (BPO, NC, RC, GC, CI, LI, GI and PD) and all developments and uses proposed on undeveloped parcels and tracts in residential districts (R-1, R-2, R-3 and PD) shall be subject to the procedures, standards and guidelines specified in the following sections, in addition to those standards pertaining to the particular zoning district in which the development occurs.



- (2) *Definitions.* For the purpose of this section, the following definitions shall apply unless the context indicates or requires a different meaning.

**DIAMETER AT BREAST HEIGHT (DBH).** The height at which the diameter of a tree is measured, a height of four and one half feet above the ground level.

**REGULATED PROTECTED TREES.** ~~Hardwood trees at least eight inches DBH, except pine and sweet gum trees. all conifer trees at least 12 inches DBH, and all dogwoods, flowering trees and American Hollies at least four inches DBH anywhere on a site shall be considered regulated and protected, and shall be preserved to the greatest extent practical as determined by city staff and incorporated into required landscaping.~~

**SIGNIFICANT GRAND TREES.** ~~Hardwood trees at least 24 inches DBH, except pine and sweet gum trees. and dogwoods, American Hollies and flowering trees at least eight inches DBH, anywhere on the site shall be considered significant and protected, and must be preserved to the greatest extent practical.~~

**TREE.** A woody perennial plant having a single or multiple elongated main stem (trunk) and height of that particular species. Trees are distinguished from shrubs by having comparatively greater height and, characteristically, single or multiple trunks. Common trees, when planted, shall have a minimum of two and one half inch caliper.

**TREE, CALIPER.** American Association of Nurserymen standard for trunk measurement of nursery stock. Caliper of the trunk shall be taken six inches above the ground for and up to and including four inch caliper size, and 12 inches above the ground for larger sizes.

**TREE, CANOPY.** The over story of a tree area that forms the top layer or the above-ground parts of a tree, consisting of the branches, stems, buds, fruits and leaves. Also referred to as a "crown". Examples of trees include oaks, elms, hickories, maples, poplars and others.

~~**TREE, CONIFER.** Any tree with needle leaves and a woody cone fruit.~~

**TREE, DIAMETER AT BREAST HEIGHT (DBH).** The diameter in inches of a tree trunk measured four and one half feet above grade. For trees with multiple trunks, the diameter shall be the sum of the diameters of the **two largest** trunks. Diameter is calculated as the circumference measured in inches divided by 3.14 (n).

**TREE, DRIP LINE.** The outermost perimeter of a crown of a tree projected vertically to the ground.

**TREE, REMOVAL OF.**

1. Any intentional or negligent act causing a tree to decline and die within a period of one year from the act as determined by the city, including but not limited to, damage inflicted upon the root system of a tree by application of toxic substances, the operation of machinery or the change of natural grade by excavation or filling;

2. Damages from injury or fire inflicted on trees that result in, or permit pest infestation;  
and

3. Purposeful felling of trees using best management practices; in accordance with this chapter and following approval granted by the city.

(3) *Benefits and values of trees.* The city recognizes that trees are an essential natural resource, an invaluable economic resource and a priceless aesthetic resource. The city acknowledges that trees play a critical role in, and have the following benefits and values:

- (a) Improve air quality by absorbing carbon dioxide, returning oxygen into the air, increasing filtration of dust and fumes, and absorbing emitted exhaust gasses;
- (b) Reduce water pollution by filtering impurities;
- (c) Increase ground water recharge by absorbing rainwater;
- (d) Reduce noise pollution by blocking and masking noise, thereby serving as noise buffers;
- (e) Reduce glare by blocking headlights and reflected sunlight from vehicles;
- (f) Prevent soil erosion and improve stormwater management by holding soils with their root systems, thereby slowing stormwater runoff and minimizing flooding;
- (g) Conserve energy by providing shade, reducing heat levels and the formation of smog;
- (h) Beautify and enhance improved and undeveloped land by buffering incompatible land uses, breaking up hard edges of buildings and hiding unsightly views;
- (i) Improve the appearance of the city by providing greenery and a variety of colorful foliage in an urban environment, thereby preserving the small town character of the city and promoting civic pride and identity;
- (j) Establish and preserve scale and spatial identity;
- (k) Provide focus points for entrances and exits, thereby providing pleasant transitions for developments;
- (l) Improve property values and sales by their proven marketability;
- (m) Provide and preserve recreational settings for wildlife habitat by providing food, nesting sites and shelters;
- (n) Promote commerce and tourism;

- (o) Improve city-wide economic impact by improving the quality of life; and
- (p) Improve the physical well-being and emotional health of citizens of the city.

(4) *Intent and purposes.* The city acknowledges that there is continuing intense development inside the city, and the intense development sometimes results in the unnecessary or unreasonable removal of trees and vegetation. The intent of this section is to promote the preservation, protection and conservation of trees, and to further the goals and objectives of the Comprehensive Plan of the city. To that end, the city intends to achieve the following purposes through the tree protection section of this chapter:

- (a) Recognize the importance of trees and other landscaping and their various contributions;
- (b) Encourage the proliferation of trees and other landscaping as well as their replacement;
- (c) Maintain the environment and aesthetic benefits that trees provide;
- (d) Promote and increase property value and economic development through the benefits of trees;
- (e) Improve the quality of life by insuring adequate light, air and open space, and by conserving energy;
- (f) Prevent the unnecessary removal and indiscriminate cutting of trees while allowing for reasonable and economical development of land;
- (g) Promote a positive identity of the city which is necessary for successful businesses and industries to continue;
- (h) Recognize the individual rights to develop private property in a manner which will not be prejudicial to the public interest;
- (i) Encourage creativity in tree protection, planting and maintenance, and not to increase monotony;
- (j) Preserve scenic beauty and provide a sense of scale, color, silhouette, and mass to the city;
- (k) Prevent erosion of topsoil for developments;
- (l) Protect developments against flood hazards and landslides;
- (m) Add beauty to the city by softening the harshness of the urban environment;
- (n) Help to reduce the negative effects of noise and glare;

(o) Provide a protective physical and psychological barrier between pedestrians and traffic; and

(p) Promote the appreciation and understanding of the benefits and values of trees to the citizens of the city.

(5) *Tree removal.* Removal of any tree(s) with a diameter breast height (DBH) of **eight** inches or more shall be permitted only for the following reasons:

(a) The tree is diseased, dying or dead;

(b) The tree poses a safety hazard, or is in violation of § [151.009](#);

(c) The tree is **designated for removal on an approved site development plan or tree survey**; ~~located within the buildable areas (buildable area shall mean all planned buildings and parking areas that are essential to achieve the reasonable goals of the development without detracting from the natural features of the property to be developed or the surrounding area), or is shown to hinder development (including preventing essential grade changes or all reasonable utility installations). All efforts must be made to save the tree rather than remove it for the sake of development;~~

(d) It is in the interest of good forestry management;

(e) An emergency situation such as an act of nature. The city reserves the right to review the extent of tree removal and take the appropriate action after the effects of the emergency situation;

(f) Proposed site grading shall minimize the removal of trees and soil erosion as much as possible; and

(g) The city is fully aware of the circumstances surrounding the removal of trees for any other reasons than the above-mentioned. Please contact the Planning Director.

(6) *Site or land clearing.* An applicant shall file, in letter form, a request for the clearing of land, property or parcel prior to any clearing activities. A site plan highlighting the areas to be cleared and areas of trees to be saved shall accompany the clearing request. Substantial interest in the development of the proposed project or phases of the project shall be shown prior to the city's approval of a land clearing request. The intent is to prevent a situation from occurring whereby the land has been cleared and the development of the proposed project does not materialize. An applicant may underbrush and remove trees less than four inches DBH in order to develop a tree survey. The Planning Director must be notified of the intent prior to the under brushing and the removal of the trees.

(7) *Tree survey.* A tree survey is required prior to any new development or substantial redevelopment, or when the Planning Director deems it necessary. The following information shall be shown on a tree survey:



(a) Name, phone number, address, signature, and seal of a licensed surveyor, landscape architect, or civil engineer registered in the State of South Carolina;

~~(a)~~(b) Tree survey clearly identifying the location and species of ~~significant~~ protected and regulated grand trees and whether those trees are to be preserved, relocated, or removed;. ~~Any trees to be relocated will be identified on the survey;~~

~~(b)~~(c) The boundaries of the proposed development, including the different phases of development;

~~(c)~~(d) The boundaries of the buildable areas, and any proposed structures and parking areas;

~~(d)~~(e) The location, species and DBH of trees outside of the buildable areas over four eight inches or greater DBH;

(f) For sites greater than ten acres, the survey may consist of all grand trees for the entire site and a detailed sample survey of at least one acre that is representative of the majority of the site. For the purposes of determining mitigation, the detailed sample will be considered in determining the number of protected trees per acre;

~~(e) The location, species and DBH of the trees outside of the buildable areas over four inches in DBH to be removed;~~

~~(f) The average tree size and the dominant species of the trees inside the buildable areas;~~

~~(g) The trees over four inches DBH to be saved inside the buildable areas;~~

~~(h)~~(g) Tree protection methods and specifications;

~~(i)~~(h) Trees shall be true to name and variety established by the American Joint Committee on Horticultural Nomenclature “Standardized Plant Names”;

~~(j)~~(i) Any other information as deemed necessary by the applicant or by the Planning Director.

(8) *Tree preservation.* Existing trees identified on the site of a new development or redevelopment should be preserved rather than mitigated. The locations of buildings, parking, stormwater management devices, utilities, and other appurtenances should be determined taking into consideration the existing natural environment, and specifically the retention of existing trees. For subdivisions, the siting of a lot so as to place a grand tree at or near the center of a lot in a location that will require the removal of the grand tree for construction of a dwelling unit, shall be prohibited.

~~(8)~~(9) *Tree protection.* The city expects that the following tree protection methods shall be followed. The intent is not to have the city hire an arborist in order to enforce any section of



this chapter. It is the responsibility of every applicant and his or her representative to conserve and protect trees according to the tree survey.

(a) Temporary protective barriers shall be erected at least up to the drip lines of trees to be saved. ~~as practicable as possible.~~

1. Provide protection fencing for trees designated to remain. The fencing ~~needs to~~ **shall be orange safety fencing at least three feet high supported by wood or metal poles.** ~~placed at the outer perimeter of the spread of branches and be a minimum of four feet high with a top and middle rail. Posts shall be located no greater than six feet on center. Fencing shall be made of either fencing steel rails and posts (minimum of one and a half inch diameter, wood rails (minimum one by four), and wood posts (minimum two by four), or florescent polyethylene laminar safety fencing.~~

~~2. Barriers shall be made of sturdy material and shall be highly visible.~~

~~3~~**2.** There shall be no construction, paving, operation of equipment or vehicles, or storage and dumping of materials within this protected zone. Where grading must occur, trees shall be protected.

~~4~~**3.** Temporary protective barriers shall be maintained until the issuance of the certificate of occupancy.

~~5~~**4.** No fill material shall be placed within the drip line of any tree in excess of acceptable level for the particular species.

~~6~~**5.** Landscaping activities taking place after the removal of temporary protective barriers shall be accomplished with light machinery or by hand.

~~7~~**6.** The Planning Director shall be notified prior to any deviation from the above-mentioned criteria.

(b) Protect **ive** trees shall be marked with surveyor's flagging for easy identification and inspection.

~~(c) Any existing natural landscape character shall be preserved whenever possible. Preservation is the goal rather than destruction of existing trees or plant life.~~

~~(d) Flexible approaches such as adjustments to lot layout, placement of buildings and paved surfaces, and location of utilities should be pursued in order to save the trees.~~

~~(e)~~**(c)** Corrective measures shall be taken for trees in declining health. Such measures may include:

1. Initiation of pest control measures;
2. Pruning for good forestry;
3. Fertilizing to restore vigor; and
4. Other mitigation measures as deemed necessary.

**(10)** *Tree conditions for new planting.*

- (a) All trees planted shall ~~have~~ be a minimum of two and one half inch calipers, eight to ten feet in height. If a tree splits into multiple trunks below four and one half feet, then the trunk is measured at its most narrow point beneath the split. The crown material shall be in good balance with the trunk.
- (b) Trees shall be free of diseases, fungi, insect infestations, abrasions or disfigurement.
- (c) Trees shall be well formed and sturdy, free of cold injury and sun scald.
- (d) Lateral branching shall be plentiful and uniformly distributed. At least half of the trunk shall have lateral branches.
- (e) Pruning scars shall follow proper horticultural practices.
- (f) Trees shall be densely supplied with healthy, vigorous leaves of normal size, shape, texture and appropriate colors.
- (g) Rooting medium shall be weed-free.
- (h) Any new planting shall be done to avoid any adverse impact to the root systems of existing trees.
- (i) Tree type substitutions are permitted upon approval from the Planning Director.
- (j) All trees shall meet the standards of the latest edition of the American Standard for Nursery Stock sponsored by the Association of American Nurserymen.

**(11)** *Tree planting and maintenance.*

- (a) All installation shall be accomplished in a sound workman-like manner, according to accepted good planting procedures with quantity and quality of plant materials described. Installation shall include, but not be limited to, planting conditions, planting methods, staking of trees, fertilizing, irrigating, pruning and tree maintenance until tree is established.
- (b) Evergreens shall be planted in clusters rather than singly in order to maximize their chances of survival.
- (c) The city has developed master tree plans for Highway 52 and Highway 176. Street trees shall be planted in accordance with the master tree plans, and will count toward the tree planting requirements of a development.

**(12)** *Tree replacement, relocation and mitigation.* The intent of this section is to create conscientiousness in tree conservation and protection. The objective is to retain existing trees as much as possible, replant reasonably larger trees and provide alternate methods for tree



replacement. Trees shall be mitigated using Chart 1 to determine percent mitigation, according to the specifications provided herein.

(a) Each protected or grand tree that is determined by the Planning Director to be hazardous, diseased or injured to the extent it is irreparably damaged shall be approved for removal. The burden of providing proof of the extent of the hazard, disease or injury shall rest with the applicant, who must provide documentation from a qualified arborist.

(b) Removal of protected trees shall be mitigated at 100 percent. All significant and regulated trees located at a distance of 15 feet from the footprint of a building shall be saved. Removal of the significant protected trees in accordance with an approved site development plan shall be replaced by the applicant on the property through the replanting of species approved by the city at a minimum of four inch calipers equal to the total DBH removed, and a penalty of \$500. Tree mitigation may occur anywhere on site, including within required buffers and landscaped areas as approved by the Planning Director. In the event that on-site mitigation is not possible due to site constraints, the Planning Director shall impose a \$1,000 fee for each protected tree unable to be fully mitigated. When it is not possible to achieve the total number of replacement trees on the piece of property, a penalty of \$500 per each DBH removed above the replacement trees may be imposed on the applicant along with the original \$500 fine. All monetary fines fees shall be deposited into the city's Tree Trust Fund for the planting of trees on public properties. Existing trees four inch or greater, within the landscape buffer to be retained, may be considered in the mitigation at the discretion of the Planning Director.

(c) Removal of grand trees shall be mitigated at 100 percent and also subject to a \$1,000 fee for each grand tree removed. Removal of the grand trees in accordance with an approved site development plan shall be replaced by the applicant on the property through the replanting of species approved by the city at a minimum of four inch calipers equal to the total DBH removed. Tree mitigation may occur anywhere on site, including within required buffers and landscaped areas as approved by the Planning Director. In the event that on-site mitigation is not possible due to site constraints, the Planning Director shall impose a fee of \$4,000 for each grand tree unable to be fully mitigated. All monetary fees shall be deposited into the city's Tree Trust Fund for the planting of trees on public properties. Existing trees four inch or greater, within the landscape buffer to be retained, may be considered in the mitigation at the discretion of the Planning Director.

(a)(d) Should tree removal occur in violation of the approved tree plan or without a plan approved by the Planning Director, the removed trees shall be replaced with twice the number of inches at DBH removed at a minimum of four inch calipers. For each inch of tree unable to be provided on site for the purposes of reconciling the violation, the Planning Director shall accept payment of a fee of \$200, deposited into the city's Tree Trust Fund.



(b) In all buildable areas, a minimum of 12 trees per acre shall be saved and/or replaced anywhere within the property calculated at total DBH in order to provide flexibility, with a minimum of two and one half inch calipers or equivalent size trees:

1. All existing trees including significant trees to be saved within the buildable area may count toward the total number of replacement trees required; and

2. Replacement trees may be the predominant species on the property, or of species approved by the city.

(e)(e) A tree replacement schedule is required showing the location, species and sizes of any replacement trees to be planted.

(d) In areas outside the buildable areas (yard areas), with the exception of significant trees, all trees over four inches DBH shall be saved when practicable. This does not preclude an applicant from removing trees that unnecessarily hinder the development process, or trees that are in the way of driveways, easements and the like. The Planning Director shall be consulted prior to removing any trees.

(e) In all buildable and yard areas, with the exception of significant trees, if the applicant removed the trees inadvertently, the trees died during the development or redevelopment processes, or if the applicant is in violation of this chapter, the total number of DBH removed shall be replaced with a minimum of four and one half inch calipers or equivalent size trees. The city may require trees of larger DBH as determined appropriate for the nature of the violation or for site specific conditions and circumstances, lawful or illegal, under which the removal occurred. Section 151.999 will also be imposed.

(f) Compensating (replacement) trees may be planted within the buildable areas or in the yard areas. Replacement trees shall be planted on the site in the areas specified in the plans to be approved by the Planning Director. Replacement trees shall be long-lived, hardy, native and compatible with local conditions, with good aesthetic value, healthy and disease and pest free and approved by the Planning Director.

(g) If trees are to be relocated onto the development site, the applicant shall identify the original locations of the trees, as well as, submit to the city site preparations and methods used on the tree survey. Trees may be relocated provided the environmental conditions of the new location are favorable to the survival of the trees.

(h) For all trees other than significant trees, when an applicant cannot reasonably plant the required replacement trees or saved trees, the applicant shall provide the total DBH removed in monetary value based on tree size of two and one half inch calipers. Replacement trees in monetary value may be of species approved by the city. All monetary value shall be deposited into the city's Tree Trust fund for the planting of trees on public property or property dedicated for public use and enjoyment. Prior to issuance of a Certificate of Occupancy for a completed structure, the Planning Director shall provide a compliance inspection including the provisions in this chapter. It is the responsibility of the owner or agent to contact the Planning Director regarding the compliance inspection. The Certificate of Occupancy will be withheld pending verification of compliance. The Planning Director shall approve a delayed schedule for planting materials when the immediate planting schedule would impair the health of the plants. When a

delayed planting schedule is approved, the applicant shall provide a bond equivalent to one and one-half times the projected cost of the planting materials.

(i) All trees planted, replanted, relocated or mitigated may count toward the landscaping requirement for trees under § 151.197. The City of Goose Creek encourages the planting of trees as an integral part of the landscaping design of a development. Tree planting shall be at least 10% of the landscape design of a project. The use of native trees is preferred.

Chart 1: Category I: Mitigate 100%	
Common Name	Scientific Name
Flowering Dogwood	Comus Florida
Fosters, Savannah Holly	Illex attenuata
Longleaf Pine	Pinus palustris
White Oak	Quereus alba
Live Oak	Quereus virginiana
Crepe Myrtle	Lagerstroemia indica
Red Maple	Acer rubrum
River Birch	Betula nigra
Ginkgo	Ginkgo biloba
Lochlolly Bay	Gordonia Lasianthus
American Holly	Illex opaca
Yaupon Holly	Illex vomitoria
Tulip or Yellow Poplar	Liriodendron tulipifera
Southern Magnolia	Magnolia grandiflora
Sweetbay	Magnolia virginiana
Blackgum	Nyssa sylvatica
Southern Red Oak	Quereus falcata
Laurel Oak	Quereus laurifolia
Water Oak	Quereus nigra
Willow Oak	Quereus phellos
Swamp Chestnut Oak	Quereus prinus
Shumard Oak	Quereus shumardii



Bald Cypress	Taxodium distichum
Japanese Zelkova	Zelkova serrata

Category II: Mitigate at 75%	
Common Name	Scientific Name
Amur Maple	Acer ginnala
Hickory	Carya species
Pecan	Carya illinoensis
Deodar Cedar	Cedrus deodara
Lebanon Cedar	Cedrus fibani
Sugarberry	Celtis laevigata
Fringetree-flowering	Chionanthus species
Kousa Dogwood	Comus kousa
Loquat	Eriobotrya japonica
Green or Red Ash	Fraxinus pennsylvanica
Eastern Red Cedar	Juniperus virginiana
Golden Raintree	Koelreuteria paniculata
Sweetgum	Liquidambar styraciflua
Saucer Magnolia	Magnolia soulangiana
London Planetree	Platanus acerifolia
Japanese (Kwansan)	Cherry Prunus
Yoshinio Cherry	Prunus yedoensis
Sawtooth Oak	Quercus acutissima
Sassafras	Sassafras albidum
Chinese or Lacebark Elm	Ulmus parvifolia
American Redbud Flowering	Cercis canadensis
Hawthorn Flowering	Crataegus species
American Beech	Fagus grandifolia
Black Walnut	Juglans nigra

American sycamore	Platanus occidentalis
Littleleaf Linden	Tilia cordata

Category III: Mitigate at 50%	
Common Name	Scientific Name
Southern Sugar Maple	Acer barbatum
Trident Maple	Acer Bbuergeranum
Hedge Maple	Acer campsestre
Japanese Maple	Acer palmatum
Japanese Cryptomeria	Cryptomeria japonica
Chinafir	Cunninghamia lanceolata
Common Persimmon	Diospyros virginiana
Franklinia	Franklinia alatomaha
Scarlet Oak	Quercus coccinea
Post Oak	Quercus stellata
American Linden	Tilla amerianca
American Elm	Ulmus americana
Carolina silverbell	Halesia carolina
Loblolly Pine	Pinus taeda
Carolina Cherry Laurel	Prunus caroliniana
Black Cherry	Prunus serotina
Pin Oak	Quercus palustris
Stewartia	Stewartia species
Snowbell	Styrax species

Category IV: Mitigate at 25%	
Common Name	Scientific Name
Silver Maple	Acer saccharinum
Sugar Maple	Acer saccharum
Mimosa	Albizia julibrissin

Catalpa	Catalpa species
Carolina Ash	Fraxinum caroliniana
Honeylocust	Gleditsia triacanthos
Crabapple	Malus species
Mulberry	Morus species
Virginia Pine	Pinus virginiana
Poplar	Populus species
Chokecherry	Prunus virginiana
Flowering Pear	Pyrus calleryana
English Oak	Quercus robur
Willow	Salix species
Palms	All species

**151.083 LANDSCAPING REQUIREMENTS-Repeal and Replace this section in its entirety**

- ~~—(A) For all commercial and light industrial uses, at least 10% of each lot shall be landscaped in a manner approved by the Zoning Administrator.~~
- ~~—(B) For all single family residential properties at least 7% of each lot shall be landscaped in a manner approved by the Zoning Administrator.~~
- ~~—(1) The clear cutting of trees and vegetative cover on any lot, parcel, tract, or acreage in any district is specifically prohibited.~~
- ~~—(2) Removal or cutting of trees in any public right of way shall not be permitted.~~
- ~~—(3) The natural landscape character shall be preserved in every reasonable instance. Existing trees measuring eight inches in diameter, when measured at four and one half feet above grade, shall be incorporated into the landscaping plan where feasible. Flowering trees four inches in diameter, when measured at four and one half feet above grade, shall be saved or mitigated.~~
- ~~—(4) Materials shall be planted at regular intervals along the front and both sides of new residential units. Other natural or newly planted landscaping material shall be planted in various areas of the property to meet the 7% requirement.~~



~~—(5) In all buildable areas, a minimum of 12 trees per acre shall be saved and/or replaced anywhere within the property with a minimum of two and one half inch calipers or equivalent sized trees.~~

~~—~~

~~—(6) (5) At least one canopy tree shall be planted or preserved in the front yard of a residential lot, with a maximum distance of 50 feet between trees.~~

~~—(C) This requirement pertains to all new commercial developments and existing building renovations which equal 50% of the building's value.~~

~~—(D) Landscaping not completed at the time of occupancy must be completed within 45 days under bond (see § [151.065](#)) after occupancy.~~

~~(1) The natural landscape character shall be preserved in every reasonable instance. (See § [151.061](#).) Existing trees measuring four inches in diameter and measured four and one half feet above grade shall be incorporated in the landscaping plan where practically feasible.~~

~~—(2) Landscaping shall be maintained so as to present a healthy, neat appearance, with dead vegetation promptly replaced.~~

AN ORDINANCE

**AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF GOOSE CREEK, SOUTH CAROLINA, BY REPEALING AND REPLACING SECTION 151.083 LANDSCAPING REQUIREMENTS.**

**WHEREAS**, the Planning Commission of the City of Goose Creek held a public hearing on April 2, 2019, to receive public comment and to consider repealing and replacing Section 151.083 Landscaping Requirements; and

**WHEREAS**, pursuant to said public hearing, the Planning Commission voted unanimously (5-0) to recommend approval of repealing and replacing Section 151.083 with the proposed attached language.

**NOW, THEREFORE, BE IT ORDAINED** and ordered by the Mayor and City Council of the City of Goose Creek, South Carolina, that the Code of Ordinances of the City of Goose Creek, South Carolina, is hereby amended and that all ordinances and provisions that conflict herewith are repealed, and if any sentence, clause, phrase or word contained herein shall be held invalid, such invalidity shall not affect the validity of the remainder of this ordinance.

This ordinance shall become effective immediately upon adoption.

**INTRODUCED** the 14th day of May, 2019.

**DONE** the \_\_\_\_\_ day of June, 2019.

\_\_\_\_\_  
Mayor Gregory S. Habib

Attest: \_\_\_\_\_  
Kelly J. Lovette, MMC, City Clerk

\_\_\_\_\_  
Councilmember Debra Green-Fletcher

\_\_\_\_\_  
Councilmember Kevin M. Condon

\_\_\_\_\_  
Councilmember Corey McClary

\_\_\_\_\_  
Councilmember Jerry Tekac

\_\_\_\_\_  
Councilmember Gayla McSwain

\_\_\_\_\_  
Councilmember Christopher Harmon

Virginia Pine	Pinus virginiana
Poplar	Populus species
Chokecherry	Prunus virginiana
Flowering Pear	Pyrus calleryana
English Oak	Quercus robur
Willow	Salix species
Palms	All species

**151.083 LANDSCAPING REQUIREMENTS-Repeal and Replace this section in its entirety**

- ~~—(A) For all commercial and light industrial uses, at least 10% of each lot shall be landscaped in a manner approved by the Zoning Administrator.~~
- ~~—(B) For all single family residential properties at least 7% of each lot shall be landscaped in a manner approved by the Zoning Administrator.~~
- ~~—(1) The clear cutting of trees and vegetative cover on any lot, parcel, tract, or acreage in any district is specifically prohibited.~~
- ~~—(2) Removal or cutting of trees in any public right of way shall not be permitted.~~
- ~~—(3) The natural landscape character shall be preserved in every reasonable instance. Existing trees measuring eight inches in diameter, when measured at four and one half feet above grade, shall be incorporated into the landscaping plan where feasible. Flowering trees four inches in diameter, when measured at four and one half feet above grade, shall be saved or mitigated.~~
- ~~—(4) Materials shall be planted at regular intervals along the front and both sides of new residential units. Other natural or newly planted landscaping material shall be planted in various areas of the property to meet the 7% requirement.~~
- ~~—(5) In all buildable areas, a minimum of 12 trees per acre shall be saved and/or replaced anywhere within the property with a minimum of two and one half inch calipers or equivalent sized trees.~~
- ~~—(6) (5) At least one canopy tree shall be planted or preserved in the front yard of a residential lot, with a maximum distance of 50 feet between trees.~~

~~—(C) This requirement pertains to all new commercial developments and existing building renovations which equal 50% of the building's value.~~

~~—(D) Landscaping not completed at the time of occupancy must be completed within 45 days under bond (see § [151.065](#)) after occupancy.~~

~~(1) The natural landscape character shall be preserved in every reasonable instance. (See § [151.061](#).) Existing trees measuring four inches in diameter and measured four and one half feet above grade shall be incorporated in the landscaping plan where practically feasible.~~

~~—(2) Landscaping shall be maintained so as to present a healthy, neat appearance, with dead vegetation promptly replaced.~~

## Section 151.083 Landscaping Requirements

### *A) Design principles.*

- 1) Landscape design and planning shall be integrated with the overall project design concept. Proposed landscaping shall be evaluated in relation to the existing natural landscape and to existing and proposed landscaping, including the landscape elements existing on adjacent properties and street rights-of-way, and in relation to adjacent buildings, existing or proposed.
- 2) The existing natural landscape character shall be preserved whenever possible. Greatest diligence and care shall be exercised to retain and protect existing trees in the proposed landscape design.
- 3) All landscape areas shall provide an attractive transition to adjoining properties. The landscaping plans for the proposed development shall provide visually harmonious and compatible settings for structures on the development, with adjacent properties, and shall blend with the surrounding natural landscape. Natural appearing landscape forms are strongly preferred.
- 4) Landscape design based on groupings of trees is preferable. Saving existing trees between the building and the street is a top priority. Tree masses are a valuable means of defining outdoor spaces and visually linking a site development to the larger community landscape. For streetscaping, trees planted in rows along roads and in site boundaries are preferred, except in road rights-of-way; Trees planted for streetscaping shall be a minimum of two and one half inch caliper and eight feet (8') to ten feet (10') in height.
- 5) Landscaping shall be required between buildings and sidewalks and/or buildings and curbing, and between parking lots and driveways.
- 6) Location of trees should be coordinated with the location of exterior lighting, security cameras and overhead power lines in order for trees to have room to mature and not conflict with these items.
- 7) The clear cutting of trees and vegetative cover on any lot, parcel, tract or acreage in any district is specifically prohibited.
- 8) Removal or cutting of trees in any public right-of-way shall not be permitted.

### *B) Residential design requirements.*

- 1) In all single family residential properties, the area to be landscaped shall be 7% of the total available area in a manner approved by the Zoning Administrator.



- 2) The natural landscape character shall be preserved in every reasonable instance. Existing trees shall be incorporated into the landscaping plan where feasible.
- 3) Materials shall be planted at regular intervals along the front and both sides of new residential units. Other natural or newly planted landscaping material shall be planted in various areas of the property to meet the 7% requirement.
- 4) At least one canopy tree shall be planted or preserved in the front yard of a residential lot, with a maximum distance of 50 feet between trees.

C) *Commercial, institutional, industrial, and/or multi-family residential design requirements.*

All commercial, institutional, industrial, and/or multi-family residential development shall incorporate the following design principles into a comprehensive landscaping plan for all new development, for projects involving substantial improvements as defined in §151.028, projects involving structural improvements, and/or upon reusing a property where its use has been abandoned for thirty or more days.

- 1) In all commercial, institutional, industrial, and/or multi-family developments the area to be landscaped shall be 12% of the total available area. The total available area shall be calculated by subtracting the area covered by buildings and structures from the total land area of the site and then multiplying this difference by 12%. This amount of land shall be devoted to vegetative landscaping which includes trees, shrubs, ground covers, and other plants. At a minimum, ten percent (10%) of this landscaping shall be trees, whether existing or newly planted trees, or twelve (12) trees per acre, whichever is greater. However, this requirement may be modified by the Zoning Administrator when strict application will seriously limit the function of the area.
- 2) A comprehensive landscaping plan for each parcel located within commercial, institutional, industrial, and multi-family uses and districts is required based on the following design standards and guidelines. The plan shall detail the areas to be reserved for landscaping, indicating dimensions of landscaped areas, plant materials, decorative features, and site lighting. It is up to the discretion of the applicant to combine different types of landscaping methods in their proposal provided that at least 12% of the development is devoted to landscaping.
- 3) In addition, the site plan for the development detailing the proposed building footprint(s) and parking arrangements shall include an overlay of the tree survey at the same scale showing the location of any protected trees and grand trees as **defined in Section 151.080 Use of Land or Building.**
- 4) When any commercial, institutional, industrial, or multi-family residential use shall be established or reestablished in an existing building or structure, landscaping shall be provided in accord with this section. When a property is reestablished for use or expanded or enlarged by fifty percent (50%) or more, the minimum landscaping required by the provisions of this section shall be provided throughout the building site.

Enlargements of twenty percent (20%) to forty-nine percent (49%) of building area shall meet the minimum requirements for the enlargement only.

- 5) A strong emphasis shall be placed on the appearance of the streetscape. Three canopy trees of a minimum of two and one half inch caliper shall be required for each 100 linear feet of street frontage using species approved during the Design Review Process. Such tree types shall be consistent with each block and evenly spaced, with exceptions made for curb cuts, utilities, and other obstructions.

D) *Design for roadway and road edge planting.*

- 1) The lot shall be clearly separated from adjacent uses such as roads and sidewalks.
- 2) A planted strip a minimum of 6' in width will delineate the edge.

E) *Landscape for parking lot.*

- 1) To create shade over the majority of paved surface, the majority of the trees shall be canopy trees. Tree canopies soften the visual impact of parking areas and relieve them from heat build-up.
- 2) To provide a canopy, a planted island or break at least five feet wide with at least one tree and two shrubberies, or two trees shall be installed for every ten spaces of parking area.
- 3) Parking islands shall extend the full length of the adjacent parking isles.
- 4) Parking lots shall provide a minimum 10% net area of landscaping on the interior or exterior of parking lots.
- 5) Tree islands shall be placed along the perimeter of the parking area at each ends of the drive aisles and interspersed as needed.
- 6) Where vehicles overhang a foundation planting strip, the width of the planting strip must be expanded to six feet.
- 7) For parking lots exceeding 75,000 square feet, linear planting strips are required every 250 linear feet which shall include, in addition to the required trees, 15 shrubs per 100 linear feet. These are minimum standards; additional landscaping is encouraged.
- 8) Where shrubs and ground covers are used, their use should reflect a design aesthetic that is commercial, not residential. Planting design will consist predominantly of mass plantings of shrubs and ground covers in arrangements that are simple in geometry and form do not require significant maintenance and are appropriate in scale for their specific context.

- 9) All landscaped areas shall be protected from vehicular encroachment by concrete curb and gutter unless planted per best management practices for Low Impact Development site design.

F) *Landscape for large open spaces.* Lawn areas utilized in buffers and open space areas shall be used sparingly, and ground covers and mulched areas are preferred.

G) *Landscape for building foundations.*

- 1) Where building foundations are visible from the public street or from adjacent uses, foundation landscaping is required. Landscaping of this area shall compliment the building elevations, connect the building to the site and increase continuity.
- 2) Planters may be required as a design element to soften the building exterior and enhance the streetscape appearance.
- 3) Shrubs maturing to a 2' minimum shall be planted at five feet on center maximum for the length of the building facing the public right-of-way. To soften and screen a blank building façade, shrubs maturing to a minimum of 4' in height shall be planted eight feet on center (maximum), and small maturing trees shall be planted within fifteen feet of the building façade.
- 4) No shrub smaller than those in three gallon containers shall be planted. Understory trees shall be no smaller than six feet in height at the time of planting. Canopy trees must be at minimum 2.5 calipers and eight feet (8') to ten feet (10') in height at time of planting.
- 5) A 2" to 4" layer of chipped wood, bark, pine straw, or mulching materials shall be used only in connection with plant materials and shall not be stand alone as ground cover.
- 6) Arcades across a building's front façade accompanied by tree planting may be used in lieu of shrub plantings and satisfy the requirements for foundation plantings.
- 7) Lawn areas within fifty feet of a building or adjacent to public roadways require sodding. Other lawn areas may require sodding depending upon slopes, impact on public views, pedestrian traffic, time of year, as well as other considerations.

H) *Landscape for retention areas.*

- 1) Retention ponds shall be landscaped with appropriate plants and materials as recommended by best management practices for bioretention areas.
- 2) Plant materials shall be compatible with the use.
- 3) The slopes of these areas shall be regulated.
- 4) Large areas for retention shall be designed to eliminate small unusable areas.



I) *Landscaping or architectural treatment of free-standing signs.* All freestanding signs shall be landscaped or installed on a wood, stone or other base structure that is at least two feet high.

J) *Fencing as landscaping mechanism.*

- 1) Long, solid fences shall contain offsets or other architectural treatments to break up the appearance of a continuous mass. Vertical lines of trees help to break the often monotonous horizontal line of a fence.
- 2) Any fence design shall include detailed plans for planting. Shrubbery and trees shall be used in fence plantings.

K) *Landscaping maintenance.*

- 1) All plant materials installed must be in healthy growing condition and remain so within the first year of planting.
- 2) The owner, occupant, tenant, and the respective agent of each, if any, shall be jointly and severally responsible for the maintenance of all landscaping. Landscaping shall be maintained in a good condition so as to represent a healthy, neat, and orderly appearance at least equal to the original development, and shall be kept free of refuse, with dead vegetation promptly replaced. All landscaping shall be inspected by the Zoning Administrator or designee one year after issuance of certificate of occupancy to ensure it is surviving in a healthy condition. Any plants found to be declining shall be replaced by the owner of the development within 30 days of notification from the Zoning Administrator or designee. If replacement is necessary there shall be reinspection six months after the replacement planting.

L) *Garages and parking decks.* Parking structures must be heavily screened from the public right-of-way or adjacent property. Grading and additional landscape planting may be used independently or combined to visually separate the structure from its public neighbors.

AN ORDINANCE

AN ORDINANCE TO AMEND THE CARNES CROSSROADS DEVELOPMENT AGREEMENT BETWEEN THE CITY OF GOOSE CREEK AND CARNES CROSSROADS ASSOCIATES, LLC, ET AL

Whereas the development agreement (“Agreement”) entered into by the parties on or about May 2005 states it may be amended by mutual consent of the Parties in writing or by their successors in interest and in the case of Property Owner, its successors in title;

Whereas the City of Goose Creek (“City”) had agreed that the only Impact Fees or exactions of any kinds as a result of the Development of the Real Property would be those imposed by Section 508 et. seq of its Zoning Ordinance and those fees charged by the City’s Department of Public Works as more fully set forth in Paragraph 17;

Whereas the development impact fees have been increased, amended and recodified in Section 151.087 of the City’s zoning code;

Whereas the Carnes Crossroads Associates, LLC as the successor in title and developer wish to modify Paragraph 17 of the Agreement to allow the City to charge a higher development impact fee than provided by the old Section 508, but not the fee provided by the current Section 151.087 or any future amendments;

The Parties now mutually consent to amend the Agreement as follows:  
Paragraph 17 is amended to read in its entirety:

The City agrees that the only Impact Fees or exactions of any kind as a result of the Development of the Real Property shall be

Residential (Per Unit) Fee:	\$572.30
Commercial (Per Square Foot)	.40

The fees stated above will automatically increase on January 1 of each year by 2% from the prior year. In addition, the City may charge those fees charged by the City’s Department of Public Works for water impact fees. The City agrees that the fees required above, along with the improvements, parks, recreational areas and Facilities required by this Agreement, and existing improvements and Facilities shall satisfy all current and future obligations of the Property and for monetary exactions and/or the provisions or dedications of lands on the Real Property. If City Ordinance including but not limited to Section 151.087 of the City’s zoning code (or the rate schedule of the City’s Department of Public Works) to increase these fees, the Property Owner shall not be subject to such increases. If City Ordinance (or the rate schedule of the City’s Department of Public Works) is amended to decrease these fees, the Property Owner shall have the benefit of such decrease, as of the effective date of such amendment. The Parties agree that the Property Owner need not perform any further impact assessment of the Project.

IN WITNESS WHEREOF, this Carnes Crossroads Development Agreement between the City of Goose Creek and Carnes Crossroads Associates, LLC, et. al. has been executed by the Parties on the day and year first above written.

All ordinances in conflict with this ordinance are hereby repealed.

This ordinance shall be effective on the date of final reading.

INTRODUCED the 14<sup>th</sup> day of May 2019.

DONE the \_\_\_\_\_ day of June 2019.

\_\_\_\_\_  
Mayor Gregory S. Habib

Attest: \_\_\_\_\_  
Kelly J. Lovette, MMC, City Clerk

\_\_\_\_\_  
Mayor Pro Tem Kevin M. Condon

\_\_\_\_\_  
Councilmember Debra Green-Fletcher

\_\_\_\_\_  
Councilmember Corey McClary

\_\_\_\_\_  
Councilmember Jerry Tekac

\_\_\_\_\_  
Councilmember Gayla S.L. McSwain

\_\_\_\_\_  
Councilmember Christopher Harmon

IN WITNESS WHEREOF, this Carnes Crossroads Development Agreement between the City of Goose Creek and Carnes Crossroads Associates, LLC, et. al. has been executed by the Parties on the day and year first above written.

WITNESSES

CARNES CROSSROADS  
ASSOCIATES, LLC

\_\_\_\_\_  
\_\_\_\_\_

BY: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF SOUTH CAROLINA )

)

ACKNOWLEDGEMENT

COUNTY OF BERKELEY )

)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_, 20\_\_, by the within named CARNES CROSSROADS ASSOCIATES, LLC, by \_\_\_\_\_, and \_\_\_\_\_.

\_\_\_\_\_  
Notary Public for South Carolina  
My Commission Expires: \_\_\_\_\_



AN ORDINANCE

AN ORDINANCE TO SELL REAL PROPERTY IDENTIFIED AS TMS NUMBER'S 243-04-00-012 AND 243-04-00-032, KNOWN AS SHANNON PARK, OF THE CITY OF GOOSE CREEK, A SOUTH CAROLINA MUNICIPAL CORPORATION, IN ACCORDANCE WITH SECTION 5-7-260 (6) OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED

WHEREAS, pursuant to that certain Agreement to Sell and Purchase Real Estate (the "Contract"), as modified, amended and/or extended, pursuant to the terms set forth by a contract submitted by RealOp Investments, LLC (the "Purchaser") has offered One Hundred Seventy-Five Thousand and No/100ths (\$175,000.00) Dollars to purchase all that certain piece, parcel or lot of land owned by the City of Goose Creek, South Carolina, containing .6 acres, more or less (the "Property"), which Property is generally known as the and is more specifically described as Berkeley County TMS Number 243-04-00-012 AND 243-04-00-032, as assigned by the Berkeley Assessor's Office, and to be determined by an ALTA Survey to be provided by the Seller as set forth; and

WHEREAS, the Mayor and City Council of the City of Goose Creek, South Carolina, has determined that the offer is fair and equitable, and will serve the best interests of the City of Goose Creek, South Carolina,

NOW, THEREFORE BE IT ORDAINED and ordered that the execution and delivery of the aforesaid Contract is hereby authorized, ratified and approved and the sale of the aforementioned Property to said Purchaser (or its assignee) for One Hundred Seventy-Five Thousand and No/100ths (\$175,000.00) Dollars in accordance with the terms and conditions of the Contract is hereby authorized and approved, and the Mayor and/or the City Administrator, acting together or alone, are each hereby authorized and ordered to do all things and make, execute and deliver any and all deeds of conveyance, settlement statements, affidavits and other documents and agreements provided for in the Contract or otherwise necessary or appropriate in order to accomplish the sale of said Property of the City of Goose Creek, South Carolina, and the signature of either the Mayor or the City Administrator shall be required on all such documents and agreements.

INTRODUCED the 14<sup>th</sup> day of May 2019.

DONE the \_\_\_\_\_ day of June 2019.

\_\_\_\_\_  
Mayor Gregory S. Habib

Attest: \_\_\_\_\_  
Kelly J. Lovette, MMC, City Clerk

\_\_\_\_\_  
Mayor Pro Tem Kevin M. Condon

\_\_\_\_\_  
Councilmember Debra Green-Fletcher

\_\_\_\_\_  
Councilmember Corey McClary

\_\_\_\_\_  
Councilmember Jerry Tekac

\_\_\_\_\_  
Councilmember Gayla S.L. McSwain

\_\_\_\_\_  
Councilmember Christopher Harmon



**EXHIBIT “A”**

**Agreement to Sell and Purchase Real Estate**

See attached



April 12, 2019

Matthew Brady  
Economic Development Director  
519 N Goose Creek Blvd  
Goose Creek, SC 29445

Re: **Acquisition of Approximately .6 Acres located at Old Moncks Corner Rd,  
Goose Creek, SC**

Dear Matthew Brady-

This letter ("Letter of Intent") outlines the terms and conditions under which RealOp Investments, LLC and/or its assignee ("Buyer") proposes to purchase real property referenced above and more specifically described below from Town of Goose Creek ("Seller"). If the basic terms and conditions of this letter are acceptable, we will incorporate them into a purchase and sale agreement ("Contract") to be submitted upon your acceptance of this Letter of Intent. The parties understand that only City Council has authority to bind the City of Goose Creek as it relates to the sale of this property. This matter will be taken to City Council for approval to enter into a contract and to give first reading to an ordinance to authorize sale of the property after preparation of a contract by the Buyer and as approved by the City of Goose Creek as seller. The following would represent the basic points of the Contract:

1. **Purchase Price.** \$175,000. The Purchase Price shall be paid in cash on the closing date, less any credits in favor of Buyer.
2. **Property.** Approximately .6 +/- acres, known as Berkeley County Tax Map #2430400012 & 2430400032, to be determined by an ALTA Survey to be provided by the Seller as set forth. Such Property shall include 100% fee simple interest in the real property and any improvements thereon, including all of the rights appurtenant thereto, all personal property, leases and service agreements related thereto, including all outparcels and development land. Seller shall have ten (10) days to cure any Title Objections. Should Seller fail to cure any Title Objections, Buyer may (i) terminate the Contract or (ii) proceed to closing. Such Title Commitment and Title Objections procedures shall be more precisely provided for in the Contract.
3. **Earnest Money.** Within five (5) business days of receipt of the executed Contract, Buyer shall deposit an amount equal to \$10,000 as earnest money (the "Deposit") on account with Buyer's legal counsel ("Escrow Agent"). The Deposit will become non-refundable upon expiration of the Study Period, as extended, subject to a Seller default or the failure to satisfy the conditions to closing. The Deposit, with all accumulated interest thereon, if any, shall be applied against the Purchase Price at closing.

4. **Study Period.** Buyer's due diligence or inspection period (the "Study Period") shall commence upon the full execution of a mutually acceptable Contract and expire upon the later of (i) sixty (60) days after the full execution of such Contract, or (ii) sixty (60) days after receipt by Buyer of all Inspection Materials. During the Study Period, Buyer shall have the right to terminate the Contract for any reason or no reason at all with no further obligations to Seller and Seller shall be entitled to payment of the Initial Deposit upon such termination, unless such termination is related to one of the conditions set forth in Section 3 above.

During the Study Period, Buyer and its contractors and agents shall have full access to the Property (and all information and documents related thereto) provided, however, that Buyer shall (i) use reasonable commercial efforts not to interfere with the operations of the Property or any tenant thereof during business hours; (ii) restore any damage to the Property or any adjacent property caused by such actions; (iii) indemnify, defend and save the Seller harmless from any and all claims and/or liabilities which the Seller may suffer or be subject by reason of or in any manner relating to any act or omission of Buyer and its representatives during such entry and such activities, including, without limitation, any claims by tenants of the Property, other than any expense, loss or damage to the extent arising from any act or omission of Seller or its representatives relating to any such entry and inspection; and (iv) not conduct any environmental investigations or testing other than a standard "Phase I" investigation without the consent of the Seller. All inspection rights under this paragraph shall be subject to the rights of tenants under existing leases. The Study Period may be extended by buyer if buyer has not received a Wetlands Delineation confirmation from the U.S. Army Corps of Engineers.

5. **Title Insurance.** Buyer will work to procure and will pay for a commitment for title insurance ("Title Commitment") and an Owner Policy of Title Insurance in the amount of the Purchase Price insuring good and indefeasible title to the Property subject to no exceptions other than exceptions contained in the Title Commitment. Buyer shall have the right at any time during the Study Period to object to any exceptions contained in the Title Commitment ("Title Objections"). Seller shall have ten (10) days to cure any Title Objections. Should Seller fail to cure any Title Objections, Buyer may (i) terminate the Contract or (ii) proceed to closing. Such Title Commitment and Title Objections procedures shall be more precisely provided for in the Contract.
6. **Survey.** Buyer may obtain a current ALTA "as-built" survey (or applicable equivalent), including elevations, of the Property at Buyer's expense ("Survey").
7. **Closing.** The closing of the purchase and sale of the Property shall occur on or before thirty (30) days following the expiration date of the Study Period.
8. **Real Estate Agents.** N/A
9. **Inspection Materials.** Within three (3) business days after the execution of this Letter of Intent by the Seller and Buyer, Seller shall provide Buyer with copies of the requested due diligence documents as further defined in a Purchase and Sale Agreement and

currently in Seller's possession or reasonable control relating to the Property (collectively, "Inspection Materials").

10. **Exclusive Negotiation.** Seller agrees that upon execution of this Letter of Intent. Seller and its agents, including Seller's listing broker, shall cease negotiations with any other existing or prospective buyers of the Property and agrees not to enter into any agreements concerning the sale or transfer of the Property with any other person or entity other than Buyer for a period of fifteen (15) days following the execution of this Letter of Intent (the "Exclusivity Period"). Upon execution of this Letter of Intent, Buyer and Seller shall negotiate in good faith to finalize the Contract. If the Contract is not executed before the expiration of the Exclusivity Period, this Letter of Intent shall automatically terminate and neither Buyer nor Seller shall have any further rights or obligations hereunder.
11. **Closing Costs: Prorations.** At closing, Seller shall pay (i) the costs of releasing all liens, judgments, past due taxes, and other encumbrances that are to be released and of recording such releases, (iii) Seller' attorney's fees and (v) any costs related to release and payoff of the existing debt, including but not limited to all prepayment fees, defeasance costs, etc. At closing, Buyer shall pay (a) the fees and costs due Escrow Agent for its services (b) the cost of all title insurance, (c) the cost of Buyer's due diligence, (d) Buyer's attorney's fees. All transfer and conveyance taxes and recordation fees related to the conveyance of the Property will be paid by Seller or Buyer in accordance with the practice in the locality where the Property is located. Real estate taxes will not be prorated because the City does not pay real estate taxes on the property at this time. All taxes due after closing will be responsibility of Buyer.
12. **Moving Equipment** The Buyer shall be responsible for moving and setting up at a new specified location all playground equipment from the Property consistent with the attached specifications. The playground equipment shall be moved and set up no later than 60 days after closing.
- 13.
13. **Representations.** The Contract will contain customary representations and warranties by Seller and Buyer including, where applicable, their authorization to enter into the agreement, the status of existing leases, service contracts, permits and approvals, and Seller's knowledge regarding the presence of environmental contaminations, wetlands restrictions, any condemnation proceedings, code violations, defects or deferred maintenance or similar factors that would adversely impact the ability to use the Property for the intended purposes. Seller will retain pre-closing liabilities at the property.
14. **Assignment.** Buyer shall be entitled to assign the Contract to an entity chosen by Buyer.

If the terms of this Letter of Intent are acceptable to Seller, please have it so indicate by signing the copy of this Letter of Intent which is enclosed where indicated below and returning it to the Buyer by no later than 5:00 p.m. Eastern Standard Time on April 19, 2019. Within five (5) business days following receipt of this executed Letter of Intent from Seller, Buyer shall provide to Seller a proposed Contract consistent with the proposed terms set forth above. It is agreed that this letter represents a proposal only, and there shall be no obligations between Buyer and Seller until the Contract is executed by all parties with City Council authority. Accordingly, no party is under any obligation to continue negotiations with respect to any terms or conditions of a sale of the Property, including any set forth in this Letter of Intent, and either Seller or Buyer is entitled to withdraw or modify its proposals at any time and for any reason.

Very truly yours,  
RealOp Investments, LLC



By: Kyle G. Putnam  
Principal | Chief Investment Officer

ACCEPTED AND AGREED:

TOWN OF GOOSE CREEK

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date of Execution: \_\_\_\_\_, 2019



# ***CITY ADMINISTRATOR'S REPORT***



**Gregory S. Habib**  
MAYOR

**Debra Green-Fletcher**  
**Kevin M. Condon**  
**Brandon L. Cox**  
**Corey D. McClary**  
**Jerry Tekac**  
**Gayla S.L. McSwain**  
CITY COUNCIL

**Jake Broom**  
CITY ADMINISTRATOR

519 N. GOOSE CREEK BOULEVARD  
P.O. DRAWER 1768  
GOOSE CREEK, SC 29445-1768  
TEL (843) 797-6220  
FAX (843) 863-5208

**TO:** Mayor and City Council

**FROM:** Daniel Moore  
Assistant City Administrator

**SUBJECT:** Retention Schedule (Fire Department)

**DATE:** June 3, 2019

Attached is a request from the City Clerk that entails one (1) Records Retention Schedule prepared by the South Carolina Department of Archives and History. The schedule pertains to EMS Certification Records, which are records verifying that all EMS personnel certifications are valid and includes roster of attendance to Continued Education Program and is broken down as follows:

**RECORDS DIVISION:**

**(1) EMS Certification Records - See Attachment for Description**

Retention – 4 years, then destroy.

City Council's consideration and approval of this retention schedule will be greatly appreciated. If you have any questions, comments or suggestions in this regard please call or stop by City Hall at your convenience.

Respectfully Submitted,

Daniel Moore  
Assistant City Administrator

Attachments



May 22, 2019

Ms. Kelly Lovette, City Clerk  
City of Goose Creek  
519 N. Goose Creek Boulevard  
Post Office Drawer 1768  
Goose Creek, SC 29445

Dear Kelly,

Please find enclosed two copies of the retention schedule prepared for the Fire Department – EMS. An "Approval of Records Retention Schedule" form is attached to each copy of the schedule for the approval signatures of the department head in Part I and the Mayor in Part II.

After the department head and Mayor have signed the schedule, please return both copies to me. The Archives Director will then sign in Part III and I will send you an approved copy for your files.

Please contact me at (803) 896-6125 or email [csmith@scdah.sc.gov](mailto:csmith@scdah.sc.gov) if you have any questions.

Sincerely,

A handwritten signature in blue ink that reads 'Carolyn'. The signature is fluid and cursive, with the first letter 'C' being particularly large and stylized.

Carolyn Smith  
Records & Information Management Analyst  
Local Records Services

Enclosures: 2



## South Carolina Department of Archives & History Division of Archives and Records Management

# APPROVAL OF RECORDS RETENTION SCHEDULE

In accordance with provisions of Title 30, *Code of Laws of South Carolina, 1976*, Sections 30-1-10 through 30-1-140, as amended, the attached Records Retention Schedule is submitted for approval. This schedule supersedes any previously approved schedule for these same records series.

### PART I — Office or Department

**CITY OF GOOSE CREEK**

Local Government Subdivision

**FIRE DEPARTMENT**

Office or Department

**1036**

Record Group Number

I certify that I am authorized to act for this agency in the disposition of its public records and hereby approve the attached Records Retention Schedule. The schedule meets all legal and audit requirements and the records have no further administrative, fiscal, or legal value to this agency after the expiration of the prescribed retention periods.

Records series included in this approval are numbered:

**17858**

Date

Signature of Approving Authority

Title

### PART II — Governing Body

I am authorized to act for the governing body of this local government subdivision and certify that the governing body has approved the Records Retention Schedule as described in Part I, above.

Date

Signature of Approving Authority

Title

### PART III — Department of Archives and History

The records listed in the attached Records Retention Schedule have been evaluated by this department for their management, research, and permanent value and are approved for retention or disposal as described in the schedule.

Date

Director, Department of Archives and History



**South Carolina Department of Archives and History  
Records Management Division**

**Guidelines For Understanding And Implementing  
Records Retention Schedules**

The following guidelines describe basic terms related to records retention schedules and define the responsibilities associated with schedule approval and implementation.

**Records Retention Schedule** – A records retention schedule describes one or several records series and indicates the length of time records should be retained prior to final disposition. Schedules are issued to state agencies or local government subdivisions and must be approved in accordance with provisions of the Public Records Act, as amended. Upon approval, the latest retention schedule supersedes any schedule previously approved for the same records series or group of records series.

**Copies** – All official copies of state agency and local government subdivision records must be inventoried, appraised, and scheduled. Convenience and other extra copies do not need a records retention schedule and may be disposed of when no longer needed for reference.

**Legal Retention Requirements** – The approval of schedules by state agencies or local government subdivisions should include a legal review to ensure that retention periods are in compliance with all applicable laws and regulations. In addition, state agencies and local government subdivisions are responsible for ensuring that records are retained for any additional time necessary to fulfill special legal considerations or requirements, such as those related to pending litigation, government investigations, or court orders.

**Confidentiality and Restrictions** – State agencies and local government subdivisions should ensure that confidential records are properly filed, accessed, and disposed of in accordance with federal, state, and local legal requirements.

**Audit Requirements** – State agencies and local government subdivisions are responsible for ensuring that records are retained to comply with all audit requirements.

**Destruction of Records** – Non-microfilmed records destroyed in accordance with approved schedules should be reported to the Department of Archives and History by submitting a copy of the State and Local Government Report of Records Destroyed. A copy of each destruction report should be retained by the state or local office as documentation of records destroyed in accordance with the approved retention schedules.

**Records Storage** – Permanent records must be maintained, protected, and preserved in an appropriate environment as required by section 30-1-70 of the Public Records Act, as amended. The State Records Center will accept scheduled semi-active state agency records for temporary storage on a space available basis. It will also receive permanent records scheduled for transfer to the Department of Archives and History.

For further information on state or local records retention schedules, please contact the Records Services staff at (803) 896-6100.



CITY OF GOOSE CREEK

RECORD GROUP NUMBER: 1036

FIRE DEPARTMENT

17858 EMS CERTIFICATION RECORDS

Description:

Records verifying that all EMS personnel certifications are valid and includes roster of attendance to Continued Education Program. Information includes employee name, name of course attended, date and number of hours completed.

Retention:

4 years, then destroy.

# ***MAYOR'S REPORT***

# ***DEPARTMENT REPORTS***



**City of Goose Creek Administration Department**  
**Monthly Report**  
**May 2019**

**Business Licenses Issued**

License Type	Issued	Fee	Gross Sales Reported	YTD Issued	YTD Fees	YTD Gross Sales Reported
Inside City	80	\$ 28,686	\$ 11,817,651	1,091	\$ 1,638,241	\$ 1,008,630,124
Outside City	149	131,948	21,700,789	1,323	1,207,731	235,694,756
NWS Contracts	-	-	-	15	98,076	52,379,298
MASC Ins & Telecom	78	114,234	5,711,704	251	298,575	19,209,037
Prior Yrs.	15	4,619	446,316	116	32,200	15,494,114
Totals	322	\$ 279,487	\$ 39,676,460	2,796	\$ 3,274,823	\$ 1,331,407,329

**Licenses Issued to New Commercial Businesses Inside the City**

Name	Address	Type
Blake Business Solutions	221 St James Avenue Unit 3	3(telemarketing call center)
C & C Quality House Wrap LLC	227 Red Bank Road	8(window and door installation)
Carnes Nails	2511 N Main Street	5(nail salon)
Chacea Services LLC	227 Red Bank Road	7(immigration/passport assistance)
Custom Shower Doors Etc	109 Lumber Lane Unit F2	8(shower glass installation)
Have Suitcase Will Travel	221 St James Avenue Unit 16	3(travel agency)
K. Lynese Dance Company	105 Laurel Avnue	5(dance studio)
Phoenix Vape LLC	201 S Goose Creek Blvd.	2(e-cigarette shop)
Sherwin Williams Company	2515 N Main Street	2(retail sales paint)
Stepping Stone Counseling Service	100 Central Avenue Unit A-202	5(counseling services)

**Building Permits Issued**

	Issued	Fees	Construction Costs	YTD Issued	YTD Fees	YTD Construction Costs
Express	40	\$ 48,147	\$ 5,797,518	163	\$ 203,049	\$ 28,125,833
Building	72	22,153	4,237,684	367	135,656	35,893,004
Misc Permits	48	2,201	1,162,947	215	11,624	3,754,012
Plan Review	105	29,014	-	465	144,116	-
Totals	265	\$ 101,515	\$ 11,198,149	1,210	\$ 494,445	\$ 67,772,849

**Commercial Construction in Progress**

Contractor Name	Address	Project
Palmetto Civil Group	95 Bridgetown Road	Memory Care Facility
Palmetto Civil Group	97 Bridgetown Road	Residential Care Facility
Turner Construction Company	100 Callen Blvd.	Hospital w/Central Utility Plant
Design Build Construction	7 S Alliance Drive	Physicians Office /Rental Space
Mashburn Construction	374 Myers Road	Hospice Facility
Linden Construction	2006 N Main Street	Shopping Plaza
Southern Point Construction	1000 Etiwan Drive	Apartment Complex
O'Brien & Gere Inc. of North America	435 Old Mt Holly Road	Manufacturing Plant
Trident Construction LLC	1801 2nd Avenue	Medical Office Building
CF Evans Construction Company LLC	11000 Eagle Hall Lane	Apartment Complex
Bay to Bay Properties LLC	538 Red Bank Road	Gas Station/Convenience Store
Carolina Contracting Services	117-129 Plantation North Blvd.	Shopping Complex

**City of Goose Creek Administration Department**  
**Monthly Report**  
**May 2019**

**Single Family Housing Starts (By Sub-Division)**

	<u>Current</u>	<u>YTD</u>
Montague Point	0	0
Lakeview Commons	0	11
Liberty Village (Brickhope)	19	72
Mackey Farms	3	10
Marrington Villas (Cobblestone)	0	0
Medway Landing	0	0
Miscellaneous	14	39
Sophia Landing	2	6
Carnes Crossroads	2	25
TOTALS	<u>40</u>	<u>163</u>

**Hospitality Fees Collected**

	<u>Current Month</u>	<u>YTD</u>	<u>Fund Balance</u>
Total Fees Collected	\$ 153,062	\$ 589,582	\$ 741,898

**Berkeley County Water & Sanitation Payments Collected at City Hall**

	<u>Current Month</u>	<u>YTD</u>
Number of Payments Collected	2,016	10,321
Total Receipts Collected	\$ 116,750	\$ 569,644

# MUNICIPAL COURT MONTHLY REPORT

Report For May 1, 2019 to May 31, 2019

## Cases Filed

Criminal	174	
Traffic	1341	
City Ordinance	6	
Parking	20	
<b>Total Filed Violations</b>		<b>1541</b>

## Bench Trials Scheduled

Criminal	170	
Traffic	1022	
City Ordinance	5	
Parking	18	
<b>Total Scheduled</b>		<b>1215</b>

## Case Disposition

Guilty	599	
Not Guilty	4	
Continued	271	
Dismissed for Plea Agreement (Ticket Re-Write)	86	
Dismissed by Judge	0	
Dismissed for Deceased	0	
Dismissed for Compliance	375	
Dismissed by Officer	17	
Dismissed - Lack of Prosecution	37	
Entered into the PTI Program	9	
Voided	36	
Nolle Pros	0	
Transferred to Youth Court	0	
Transferred to Magistrate	0	
Transferred to General Sessions	46	
<b>Disposition Totals</b>		<b>1480</b>

## Fines, Fees and Assessments Collected

Fines Retained by the City	\$30,521.04	
Fees and Assessments Forwarded to the State	\$45,695.47	
Victim's Assistance Fund	\$5,232.93	
<b>Total Fines, Fees, and Assessments Paid</b>		<b>\$81,449.44</b>

## Bench Warrants

Issued	15	
Cleared	11	
<b>Change in Total Warrants</b>		<b>4</b>

## Jury Trials

May	Up / (Down)	(Previous Month-April 2019)
Requested	2 (87.5%)	Requested 16
Scheduled	11 37.5%	Scheduled 8
Continued	8 60.0%	Continued 5
Disposed	2 (84.6%)	Disposed 13
Pending Total	36 0.0%	Previous Pending Total 36

**City of Goose Creek**  
**Maintenance Division Monthly Report**  
**May 2019**

DESCRIPTION	MAY	Y.T.D
<b>Vehicle Usage</b>		
Vehicle Mileage.....	2,002	10,789
Fuel Consumption (Diesel).....	0	0
Fuel Consumption (Unleaded).....	217	1,048
<b>Ground Maintenance</b>		
Drainage/Maintenance Activities (Approximate Hours).....	752	3,562
Solid Waste Collection (Hours).....	80	408
Drainage Maintenance (Hours).....	0	0
Building, Grounds, Special Projects (Hours).....	640	3,050
Road and Bike Trail Maintenance (Hours).....	32	104
<b>Road Maintenance</b>		
Road Maintenance Request (Total).....	0	26
SCDOT (new request).....	0	15
County (new request).....	0	11
Road Maintenance Requests Corrected.....	17	72
Street Signs Replaced/Erected/Repaired.....	10	34
<b>Ditch Maintenance</b>		
Ditch Maintenance Request.....	0	9
SCDOT.....	0	3
County.....	0	6
Ditch Maintenance Corrected.....	0	3



**City of Goose Creek**  
**Sanitation and Code Enforcement Divisions Monthly Report**  
**May 2019**

DESCRIPTION	MAY	Y.T.D
<b>Sanitation:</b>		
<b>Vehicle Usage:</b>		
Vehicle Mileage.....	10,392	45,528
Fuel Consumption (Diesel).....	3,552	14,553
<b>Garbage Removal:</b>		
Household Garbage (Tons).....	1,144	5,355
Yard Debris (Tons).....	346	1,743
Construction Debris (Tons).....	153	647
Side Door Collections.....	2	42
Dead Animal Removed From Streets.....	16	68
<b>Code Enforcement:</b>		
<b>Vehicle Usage:</b>		
Vehicle Mileage.....	1,124	6,085
Fuel Consumption (Unleaded).....	70	524
<b>Inspection/Violations:</b>		
Code Inspections (Complaints) .....	10	33
Code Inspections.....	672	3,862
Code Violations Corrected .....	301	1,307
Code Violations Pending.....	140	N/A
Inoperable/Unlicensed Vehicles Cited.....	34	259
Inoperable/Unlicensed Vehicles Cleared.....	38	277
Summons Issued.....	4	11

**City of Goose Creek**  
**Water Division Monthly Report**  
**May 2019**

DESCRIPTION	MAY	Y.T.D
<b>Water Usage:</b>		
Total Consumption (M.G.).....	102.57	381
Max Daily Flow (M.G.D.).....	5.28	5.28
Min Daily Flow (M.G.D.).....	2.24	1.46
Daily Average (M.G.D.).....	3.31	2.50
<b>Account Services:</b>		
New Customers.....	80	302
Close Outs.....	80	290
Adjustments:.....	6	48
Account Arrangements.....	37	204
Clerical Errors.....	3	40
Temporary Services.....	10	53
Turn-Offs...(Sewer).....	82	459
Turn-Offs... (Non-Payment, Bad Checks, No Deposit).....	196	991
<b>Maintenance Services:</b>		
Repair Broken Water Mains.....	3	12
Investigate Service Leaks.....	24	140
Repair Service Leaks.....	14	46
Locate Lines .....	391	1884
Change Meters.....	46	74
Service Line Replacement .....	0	0
Meter Box Maintenance and Repair.....	8	33
Valve Replacement .....	0	0
Fire Hydrant Replacement/Installs/Repairs.....	3	5
Install Taps.....	20	134
Site Restorations .....	3	12
<b>Vehicle Usage:</b>		
Vehicle Mileage.....	7,637	34,184
Fuel Consumption (Gallons).....	454	2,628

**City of Goose Creek Fire Department**  
**Monthly Report**  
**May 2019**

	MAY.	YTD	MAY 2018	TOTAL 2018
<b>Fire</b>				
Structure Fire	3	32	5	65
Mobile Home, Camper, Motor Home Fire	0	4	0	3
Vehicle Fire	1	5	2	24
Natural Vegetation Fire	5	14	1	22
Rubbish Fire	1	7	0	7
Special Outside Fire	1	1	1	2
Crop Fire	0	0	0	1
 <b>Overpressure Rupture, Explosion, Overheat (No Fire)</b>				
Overpressure Rupture from Steam (No Fire)	0	0	0	0
Overpressure Rupture from Air or Gas (No Fire)	0	0	0	1
Overpressure Rupture from Chemical Reaction (No Fire)	0	0	0	0
Explosion (No Fire)	0	0	0	0
Excessive Heat, Scorch Burns With No Ignition	0	2	0	2
 <b>First Responder and Rescue Incidents</b>				
First Reponder	206	997	200	2,134
Motor Vehicle Accidents	46	204	39	403
Lock-in	0	1	0	0
Search for a Lost Person	0	0	0	1
Extrication, Rescue	4	7	1	6
Water Rescue	0	0	0	0
Electrical Rescue	0	0	0	0
Rescue or EMS Standby for Hazardous Conditions	0	0	0	0
 <b>Hazardous Condition (No Fire)</b>				
Combustible/Flamible Spills and Leaks	0	9	4	23
Chemical Release, Reaction, or Toxic Condition	0	2	0	2
Radioactive Condition	0	0	0	0
Electrical Wiring/Equipment Problem	4	17	6	52
Biological Hazard	0	0	0	0
Accident, Potential Accident	0	0	0	0
Explosive, Bomb Removal	0	0	0	0
Attempted Burning, Illegal Action	0	0	0	0

**City of Goose Creek Fire Department  
Monthly Report  
May 2019**

	<b>MAY. 2015</b>		<b>YTD</b>	<b>MAY 2018</b>	<b>TOTAL 2019</b>
<b>Service Call</b>					
Person in Distress	3		3	1	3
Water Problem	3		6	0	19
Smoke, Odor Problem	2		6	0	10
Animal Problem or Rescue	2		2	0	3
Public Service Assistance	19		112	21	266
Unauthorized Burning	6		23	3	59
Cover Assignment, Standby, Moveup	1		1	0	10
<b>Good Intent Call</b>					
Good Intent Call, other	0		2	0	0
Dispatched and Cancelled En Route	29		128	18/	324
Wrong Location	6		25	7	60
Authorized Controlled Burning	0		2	1	1
Vicinity Alarm (Incident In Other Location)	0		0	0	0
Steam, Vapor, Fog, Or Dust Thought To Be Smoke	3		11	3	40
Hazmat Release Investigation W/No Hazmat Found	1		1	1	2
<b>False Alarm and False Call</b>					
Malicious, Mischievous False Alarm	0		4	2	23
Bomb Scare-No Bomb	0		1	1	1
System or Detector Malfunction	7		28	2	58
Unintentional System or Detector Operation (No Fire)	8		43	10	113
Biohazard Scare	0		0	0	0
<b>Severe Weather Or Natural Disaster</b>					
	0		0	0	8
<b>Special Incident Type</b>					
	0		1	0	5
<b>Total Fire Calls</b>					
	<b>361</b>		<b>1701</b>	<b>329</b>	<b>3,755</b>
<b>Man Hours</b>					
	<b>1076</b>			<b>0:00</b>	
<b>Average Response Time</b>					
	<b>5:56</b>			<b>5:46</b>	
<b>EMS</b>					
Patients Seen	211	1089	1300	292	3,019
Patients Transported	175	721	896	179	2203
No Transports	71	330	401	113	793
Cancel/False	25	109	134	69	449
<b>TOTAL EMS CALLS</b>	<b>239</b>	<b>1172</b>	<b>1411</b>	<b>277</b>	<b>3,189</b>
<b>BCEMS Secondary Response</b>					
	<b>18</b>	<b>147</b>	<b>165</b>	<b>50</b>	<b>515</b>
<b>Average Response Time</b>					
	<b>6:32</b>			<b>6:05</b>	



**City of Goose Creek Fire Department  
Monthly Report  
May 2019**

<b>Man Hours</b>	<b>564</b>			<b>410</b>	
	<b>MAY.</b>		<b>YTD</b>	<b>MAY</b>	<b>TOTAL</b>
	<b>2015</b>			<b>2018</b>	
<b>TRAINING HOURS - Daily and Specialized</b>	<b>201</b>	<b>820</b>	<b>1021</b>	<b>106</b>	<b>3,607</b>
<b>PUBLIC EDUCATION</b>	<b>3</b>	<b>12</b>	<b>15</b>	<b>2</b>	<b>54</b>
<b>SMOKE DETECTOR INSTALLATION</b>	<b>1</b>			<b>0</b>	<b>13</b>
<b>BUILDING INSPECTIONS</b>					
Slab Plumbing	35				
Slab/Mono Slab/Footings	61				
Sheathing	41				
Mech/Elect/Plumb/Gas Roughs/Finals	270				
Framing	55				
Insulation	39				
Electrical Final/Release	68				
Gas Final/Release	33				
Building Final/CO	64				
Courtesy/Misc (Sunroom, Windows, Roofs)	19				
Building Safety	7				
	692				

Goose Creek Police Department  
May 2019 Monthly Report

<b>Offenses/Incidents Investigated</b>
--

<b>Crimes Against Persons</b>	<b>Inc. Month</b>	<b>Inc. YTD</b>	<b>Vs. Last Y.T.D.</b>	<b>Change %</b>
Homicide / Manslaughter	0	0	0	#DIV/0!
Aggravated Assault	3	20	22	-9.1%
Simple Assault	26	122	131	-6.9%
Intimidation	10	41	55	-25.5%
Criminal Domestic Violence	21	80	86	-7.0%
Criminal Sexual Conduct	6	19	31	-38.7%
Armed Robbery	2	5	4	25.0%
Strong Arm Robbery	0	0	1	-100.0%
Fraud / Forgery-Financial	22	121	101	19.8%
Kidnapping / Abduction	0	1	5	-80.0%
Drug Related Violations	36	213	170	25.3%
Disorderly / Disturbing School	16	23	9	155.6%
Unlawful Use of Telephone	1	14	15	-6.7%
Resisting Arrest	0	3	6	-50.0%
Indecent Exposure	1	3	1	200.0%
<b>Crimes Against Property</b>	<b>Inc. Month</b>	<b>Inc. YTD</b>	<b>Vs. Last Y.T.D.</b>	<b>Change %</b>
Burglary / B & E	9	58	60	-3.3%
Grand Larceny (Vehicles)	3	22	31	-29.0%
Petit / Grand Larceny	40	127	231	-45.0%
Theft from Motor Vehicles	30	85	0	#DIV/0!
Shoplifting	29	76	110	-30.9%
Vandalism	26	96	113	-15.0%
Trespassing	7	29	31	-6.5%
Receiving Stolen Goods	3	13	14	-7.1%
Possession of Stolen Auto	3	7	3	133.3%
Arson	0	1	0	#DIV/0!
<b>Traffic</b>	<b>Inc. Month</b>	<b>Inc. YTD</b>	<b>Vs. Last Y.T.D.</b>	<b>Change %</b>
Driving Under the Influence (DUI)	10	62	46	34.8%
<b>Other</b>	<b>Inc. Month</b>	<b>Inc. YTD</b>	<b>Vs. Last Y.T.D.</b>	<b>Change %</b>
Bench Warrant Cases	1	4	0	#DIV/0!
Alcohol Violations	1	36	30	20.0%
Weapons Violations	4	18	22	-18.2%
<b>Totals</b>	<b>316</b>	<b>1,310</b>	<b>1,330</b>	<b>-1.5%</b>

Goose Creek Police Department  
May 2019 Monthly Report

**General Service Delivery**

	Month	Y.T.D.	Vs. Last Y.T.D. Change %	
Total Calls for Police Service	5,327	27,014	26,206	3.1%
Service Response Time Average				
Emergency	2:43	2:54	0.113888889	6.1%
Non-emergency	7:18	6:53	6:27	6.7%

**Traffic Collisions**

	Month	Y.T.D.	Vs. Last Y.T.D. Change %	
Traffic Collisions	135	741	745	-0.5%
Injured	76	284	176	61.4%
Killed	0	0	2	-100.0%

**Traffic Enforcement**

	Month	Y.T.D.	Vs. Last Y.T.D. Change %	
Number of Traffic Stops	1055	5,935	3,313	79.1%
Citations	1257	5,924	3,176	86.5%
Warnings	377	2,708	1,538	76.1%

**Animal Services**

	Month	Y.T.D.	Vs. Last Y.T.D. Change %	
Total Calls for Service	182	701	481	45.7%
Total Animals Handled	65	173	193	-10.4%

**Records Services**

	Month	Y.T.D.	Vs. Last Y.T.D. Change %	
Walk-ins	256	1,978	2,071	-4.5%
External Calls	256	2,050	2,235	-8.3%
Internal Calls	113	1,131	1,183	-4.4%
Reports Disseminated	14	187	160	16.9%
Fingerprinting Services	23	183	166	10.2%

Goose Creek Police Department  
May 2019 Monthly Report

**Criminal Investigations**

	Month	Y.T.D.	Vs. Last Y.T.D.	Change %
Cases Assigned	21	147	176	-16.5%
Cases Cleared by Arrest	4	27	70	-61.4%
Cases Exceptionally Cleared	6	31	34	-8.8%
Cases Administratively Closed	16	52	47	10.6%
Cases Unfounded	11	40	26	53.8%
Evidence Items Received	279	1,334	1,651	-19.2%

**Victim Services**

	Month	Y.T.D.	Vs. Last Y.T.D.	Change %
Crime Victims / Witnesses Served	84	339	401	-15.5%

**Training Activities**

	Month	Y.T.D.	Vs. Last Y.T.D.	Change %
Formal Training Hours	1484	5,340	3,394	57.3%
In Service / Roll Call Training Hours	1,586	8,394	10,998	-23.7%
Total Monthly Training Hours	3,070	13,734	14,392	-4.6%

**Crime Prevention Services**

	Month	Y.T.D.	Vs. Last Y.T.D.	Change %
Neighborhood Crime Watch Meetings	0	2	1	100.0%
Business Contacts	5	31	38	-18.4%
Telephone Contacts / Emails	38	222	309	-28.2%

There are four citywide crime prevention meetings scheduled for 2019 calendar year as well as four women's self-defense classes

	Month	Y.T.D.	Vs. Last Y.T.D.	Change %
Bicycle Patrol Hours	23	120	53	126.4%

**Communications**

	Month	Y.T.D.	Vs. Last Y.T.D.	Change %
911 Calls Received	1,529	6,627	6,300	5.2%
Walk-in Customers Served	571	2,876	3,053	-5.8%
Total Number of Calls Held	185	730	483	51.1%

(Total # of calls for service held before officer is available for dispatch)



Goose Creek Police Department  
May 2019 Monthly Report

<b>School Resource Officers</b>
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During the Summer months, the SRO's cover Summer School, activities at the recreation center and bicycle patrol.

		<b>Month</b>	<b>Y.T.D.</b>	<b>Vs. Last Y.T.D.</b>	<b>Change %</b>
<b>Incident Reports</b>		8	45	39	15.4%
<b>Arrests</b>					
	<b>Juvenile</b>	2	15	27	-44.4%
	<b>Adults</b>	4	6	1	500.0%

**Golf Department  
Monthly Report                      May 2019**

MEMBERSHIP TOTALS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD
GOLF Members	123	124	124	126	132								N/A
ROUNDS 2018	1,334	2,739	3,683	4,221	3,769	3,266	3,052	3,340	2,848	3,108	2,362	1,630	35,352
ROUNDS 2019	2,169	2,802	3,825	3,724	4,020								16,540
GOLF REVENUE	63,560	74,220	88,590	101,029	127,818								455,216.88
PRO SHOP REVENUE	5,809	4,216	10,214	7,310	7,872								35,421.96
SNACK BAR REVENUE	21,089	25,921	30,848	30,922	39,622								148,402.27
TOTAL REVENUE	\$90,459	\$ 104,357	\$ 129,652	\$ 139,261	\$ 175,312	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0	639,041.11

**Crowfield Golf Club  
News and Events**

**Golf Recap:** May was a very warm dry month which provided for great golfing weather. All tournaments and concerts went as planned.

**Upcoming Events:** Crowfield will be aerifying greens on the 3rd and 4th and will only have 9 hole available for play those days, the Junior Swing and Swim camp is scheduled for the 10th-14th, the Men's Golf Association has their 2-day Ryder Cup the 22nd and 23rd, the second Junior swing and swim camp is the 24th-28th and the Hanahan booster club has a fundraiser scheduled for the 29th.

**Golf Course Condition:** The golf course is in good condition considering the extreme drought. The entire month of May only produced just under a half of an inch of rain compared to the previous May which had 8 and a half inches of rain. The drought has caused the course to play hard and fast since the irrigation cant keep up. The greens and tees have been the priority and they are doing fine, eventually we will get back into our normal rain patterns.

**Crowfield Golf Club is open to the general public, regardless of where you live, for membership or daily play. For more information please go to:**  
<http://www.crowfieldgolf.com> or you may call 843-764-4618.

## Crowfield Metric Chart

		Revenue		Expense		Rounds		E.P.G.		R.P.G.
2015	\$	933,575	\$	1,157,167		28,767	\$	40.23	\$	32.45
2016	\$	1,174,759	\$	1,226,173		34,505	\$	35.54	\$	34.05
2017	\$	1,197,591	\$	1,238,459		33,751	\$	36.69	\$	35.48
2018	\$	1,316,535	\$	1,376,041		35,352	\$	38.92	\$	37.24
2019	\$	639,041	\$	599,244		16,540	\$	36.23	\$	38.64

E.P.G. = Expense per golfer

R.P.G. = Revenue per golfer

## 2019

	Revenue		Expense		Rounds		E.P.G.		R.P.G.
January	\$90,458.85	\$	67,041		2,169	\$	30.91	\$	41.71
February	\$104,357.12	\$	132,048		2,802	\$	47.13	\$	37.24
March	\$129,651.74	\$	151,184		3,825	\$	39.53	\$	33.90
April	\$139,261.27	\$	132,048		3,724	\$	35.46	\$	37.40
May	\$175,312.13	\$	116,923		4,020	\$	29.09	\$	43.61
June							#DIV/0!		#DIV/0!
July							#DIV/0!		#DIV/0!
August							#DIV/0!		#DIV/0!
September							#DIV/0!		#DIV/0!
October							#DIV/0!		#DIV/0!
November							#DIV/0!		#DIV/0!
December							#DIV/0!		#DIV/0!
<b>Total</b>	<b>\$639,041.11</b>	<b>\$</b>	<b>599,244</b>		<b>16,540</b>				

\* 2019 is un-audited

City of Goose Creek  
Recreation Department  
Monthly Report  
May 2019

**ACTIVITY CENTER PROGRAMS**

- **Aerobics:** 12 classes offered per week, 7 Easy Does it classes offered per week, Zumba classes offered 3 times a week, Ball Fit is offered 2 times a week and Werq is also a good workout. Spin classes have been added to offer a variety to participants. A monthly schedule is out with specific dates and times.
- **Art Classes:** Art classes are offered for adults and kids. Each class has a different theme. Days and times of classes can be found on our website.
- **Dance:** Ages 3 & up learn tap, ballet and jazz and put on a recital in May. Hip Hop classes are also offered on Monday afternoons from 4:30 PM to 5:30 PM.
- **Gymnastics/Tumbling/Cheernastics:** Toddler Playtime is a fun time for ages 6 months to 7 year olds. This class runs on Tuesdays from 10:00am to 12:00pm. The cost is \$5 per child for residents and \$7 per child for nonresidents. A new Home School Gymnastics Class has started on Wednesdays from 10:00am to 12:00pm. There are several classes for all ages. See our website for all class times and dates.
- **Music:** Piano and Voice lessons are offered for all ages. We have all dates and times on our website.
- **Martial Arts:** Classes are held on Saturdays for all levels starting at age 4. First class is a free trial class.
- **Preschool:** Preschool includes the Half Pints class and the Bright Beginnings class. The school program runs from September to May and follows the Berkeley County School District holiday schedule.
- **Yoga:** Classes are offered on Monday through Thursday for all different levels. The website will show all the levels and times offered.

	<b>April</b>	<b>May</b>	<b>Totals</b>
Total Participants	677	611	Average 725
Resident Participants	497	433	Average 519
Nonresident Participants	180	178	Average 206
Resident Revenue	\$ 31,732.50	\$ 31,112.54	\$ 162,623.79
Nonresident Revenue	\$ 15,790.00	\$ 13,619.00	\$ 69,145.00
Instructors Pay	\$ (4,499.60)	\$ (4,475.10)	\$ (21,004.20)
Profit/Loss	\$ 44,892.90	\$ 40,256.44	\$ 212,634.59



## **COMMUNITY CENTER PROGRAMS**

- **Fitness Memberships:** Adult and Youth Memberships are available. Residents are \$50 for an adult and \$15 for youth for a year. Nonresidents pay \$300 adult and \$150 for a youth membership per year.
- **Personal Training:** Orientation, Personal Training from 3 certified instructors, and Strength training for teens. We have added a holistic nutritionist for extra help.
- **Senior Walking Club:** This club is for seniors 60 and older. They receive a colored membership card that does not need to be scanned in. This membership runs a calendar year. Residents pay \$25 for a year and nonresidents pay \$100 for a year. The days and hours that they can walk is Monday – Friday 12:30 PM to 2:30 PM.
- **Shag Lessons:** There is a new class that started in May. No need for a partner but sign is required. This class is held on Wednesdays from 6:00 PM to 7:00 PM.
- **Special Events:** These include any events or festivals that are scheduled during the month through the Community Center. For example, our spring concert series and our Social Squad activities each month.

	<b>April</b>	<b>May</b>	<b>Totals</b>
Total Participants	3,840	4,537	Average 4,098
Resident Participants	3,668	4,256	Average 3,862
Nonresident Participants	172	281	Average 236
Resident Revenue	\$ 24,254.00	\$ 30,148.25	\$ 131,006.65
Nonresident Revenue	\$ 5,912.00	\$ 3,637.60	\$ 27,878.10
Instructors Pay	\$ (1,121.20)	\$ (613.70)	\$ (4,483.10)
Profit/Loss	\$ 29,044.80	\$ 33,172.15	\$ 154,401.65

## **SPORTS**

**Baseball/Softball:** Registration began January 7, 2019 and ran until January 31, 2019. The price was \$45 for residents and \$75 for nonresidents. Participants will receive pants, socks, shirt and hat. Games will be played at Felkel Field.

AGE GROUPS	# of TEAMS	# of PARTICIPANTS
T-Ball Ages 4-5	10	120
Coach Pitch Ages 6-7	6	78
Kid Pitch/Coach Pitch Ages 7-8	5	62
Dixie Minor Ages 9-10	5	60
Dixie Youth Ages 11-12	5	65
Dixie Boys Ages 13-14	1	16
Softball Coach Pitch Ages 6-8	3	33
Softball Angels Ages 9-10	2	27
Softball Ponytails Ages 11-12	2	19
Softball Belles Ages 13-15	1	15

**Soccer:** Registration began on January 7, 2019 and ran until February 5, 2019. The price was \$45 for residents and \$75 for nonresidents. Participants will receive shorts, shirt, and socks. Games will be played at Foster Creek Park.

AGE GROUPS	# of TEAMS	# of PARTICIPANTS
Tiny Tot Ages 4-5	8	82
Pee Wee Ages 6-7	10	105
Small Fry Ages 8-9	8	113
Mite Ages 10-12	8	115

**Cheerleading:** Registration will begin on May 28, 2019 for ages 4-12. The registration fee is \$40 for residents and \$50 for nonresidents. The uniform cost \$85 for all participants.

**Football:** Registration will begin on June 3, 2019 for ages 6-14. The registration fee is \$45 for residents and \$75 for nonresidents playing the midget league and \$60 for residents and \$90 for nonresidents playing all other leagues. Games will be played at Dogwood Park.

AGE GROUPS	# of TEAMS	# of PARTICIPANTS
Midget Ages 6-8		
Pee Wee Ages 9-10		
Small Fry Ages 11-12		
Middle School: 13-14		

**Basketball:** Registration ran from April 1-18. Ages range from 5-17. The cost for residents are \$40 and nonresidents are \$70. This is a summer league. Practices will start in May and games will begin in June.

AGE GROUPS	# of TEAMS	# of PARTICIPANTS
Tiny Tot Ages 5-6	4	44
Pee Wee Ages 7-8	6	58
Small Fry Ages 9-10	5	50
Small Fry Girls Ages 9-10	2	20
Mite Ages 11-12	7	63
Mite Girls Ages 11-12	1	13
Midget ages 13-14	4	44
Junior Ages 15-17	1	11

## **SPORTS**

- **Pickleball:** This sport is a mixture of ping pong, badminton and tennis. There is open play on Monday, Wednesday, and Friday from 9:00am to 1:00pm. We also offer some select Tuesday nights for open pickleball play. Members can play for free and nonmembers only pay \$2 to play.
- **Pool:** Swim lessons are offered at the Crowfield Pool for ages 9 months to 10 years old. Residents pay \$70 for six 35 minute sessions. Morning and evening classes offered. Registration has started for all classes.
- **Volleyball:** We offer open play on Friday nights from 4:30 PM to 8:00 PM. Members can come in for free and nonresidents pay a \$5 fee.

	April	May	Totals
Total Participants	339	57	1,448
Resident Participants	298	29	1,196
Nonresident Participants	41	28	254
Resident Revenue	\$ 12,980.00	\$ 3,705.00	\$ 56,295.00
Nonresident Revenue	\$ 3,930.00	\$ 2,110.00	\$ 17,161.41
Instructors Pay	\$ (0.00)	\$ (0.00)	\$ (0.00)
Profit/Loss	\$ 16,910.00	\$ 5,815.00	\$ 73,456.41

## **SUMMARY**

<b>Athletics</b>	<b>April</b>	<b>May</b>	<b>Totals</b>
Total Resident Participants	298	29	<b>1,196</b>
Total Resident Revenue	\$12,980.00	\$3,705.00	<b>\$56,295.00</b>
Total Nonresident Participants	41	28	<b>254</b>
Total Nonresident Revenue	\$3,930.00	\$2,110.00	<b>\$17,161.41</b>

<b>Activity Center</b>	<b>April</b>	<b>May</b>	<b>Totals</b>
Total Resident Participants	497	433	<b>2,572</b>
Total Resident Revenue	31,732.50	\$31,112.54	<b>\$162,623.79</b>
Total Nonresident Participants	180	178	<b>1,034</b>
Total Nonresident Revenue	\$15,790.00	\$13,619.00	<b>\$69,145.00</b>

<b>Community Center</b>	<b>April</b>	<b>May</b>	<b>Totals</b>
Total Resident Participants	3,668	4,256	<b>19,312</b>
Total Resident Revenue	\$24,254.00	\$30,148.25	<b>\$131,006.65</b>
Total Nonresident Participants	172	281	<b>1,118</b>
Total Nonresident Revenue	\$5,912.00	\$3,637.60	<b>\$27,878.10</b>

## **UPCOMING EVENTS**

### **JUNE**

**8<sup>th</sup> – Kid's Fest** – This is a new event to help kids celebrate the end of school and the beginning of summer. It will be held at the Municipal Center from 11am-2pm. This should be a fun event for all.

**22<sup>nd</sup> – Outdoor Movie** – This will be held at the Carnes Crossroads Village Green at 6:30pm movie starts at 8pm. There will be many food trucks and the movie title will be announced as the event gets closer.

### **JULY**

**4<sup>th</sup> – Fabulous Fourth in the Creek** – This annual event will be held at the lake behind the Municipal Center from 6:30pm-9:30pm. There will be a band and food vendors to accommodate the whole family. Fireworks will begin promptly at dark to finalize the night.

**12<sup>th</sup>-14<sup>th</sup> – City Swim Meet** – This event is held at the City Pool located in the Hamlet Subdivision. This will be a fun event to watch as local swimmers compete against each other for placement.

**27<sup>th</sup> – Outdoor Movie** – This fun event for the whole family will be held at the Carnes Crossroads Green Barn. The event will start at 6:30pm and the movie will begin at 8:00pm. The movie will be announced soon. Come out and enjoy a fun night with the whole family.



### **Goose Creek Recreation Parks and addresses**

- Dennis Park – 300 Anita Dr. – baseball/softball diamond, picnic tables, playground
- Dogwood Park – 460 Liberty Hall Rd. – soccer field, football field, covered picnic area, grill, playground
- Etling Park – 100 Ellen Dr. - basketball court, covered picnic area, playground
- Eubanks Park – Old Moncks Corner Rd. – basketball courts, sand volleyball court, tennis courts, covered picnic area, grill, playground – available for rentals
- Fairfax Park – 100 Fairfax Blvd. – grill, picnic area, playground
- Felkel Field Complex – 100 Lucy Dr. – baseball/softball fields, concession stand, restrooms, playground
- Forest Lawn Park – 100 Giles Dr. – grill, picnic tables, playground
- Foster Creek Park – 100 Foster Creek Rd. – soccer fields, concession stand, restrooms, Playground
- Lake Greenview Park – 1 Pandora Dr. – trails, covered picnic area, picnic tables, grill, Playground
- Oak Creek Park – 100 Persimmon Circle – covered picnic area, grill, playground
- Ryan Creek Park – 229 Janice St. – benches, playground
- Shannon Park – Old Moncks Corner Road - picnic tables, playground
- St. James III Park – 1007 Willowood Ave. – covered picnic area, grill, playground
- St. James Park – 107 Westminster Blvd. – covered picnic area, playground, tennis court